

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 9, 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 9, 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, March 6, 2026, and ending at 6:00 p.m. on Monday, March 9, 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 9, 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 9, 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

Plan Commission: One Appointment – Linda Carroll Confirm CPR 1981-0295
(Community Assembly Liaison)

Salary Review Commission: One Appointment – Beau Madsen Confirm CPR 2007-0040

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. Contract with Matrix Consulting Group, Ltd. (San Mateo, CA) for organizational analysis consulting services for a term of March 10, 2026, through March 10, 2027—not to exceed \$64,500. (Council Sponsor: Council President Wilkerson)
Giacobbe Byrd | Approve | OPR 2026-0186
IRFP 6486-26 |
| 2. Contract Amendment with DOWL, LLC. (Redmond, WA) for adding work to the Citywide Traffic Calming Master Plan from February 4, 2026, through December 31, 2027—not to exceed \$238,838 (plus tax). (Relates to Resolution 2026-0014) (Council Sponsors: Council Members Klitzke and Zappone)
Inga Note | Approve | OPR 2022-0345
RFQ 5569-22 |

3. 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

4. Minutes:

Approve All

a. City Council Meeting Minutes: _____, 2025.

CPR 2026-0013

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36847 Amending Ordinance No. C36794, entitled in part, “An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane”, and amending it to adjust pay ranges to align with salary analysis (for February 2026), and declaring an emergency. (Council Sponsors: Council Members Zappone and Dixit)

Allison Adam

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2026-0014 Supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract. (Relates to Consent Agenda Item No. 2 – OPR 2022-0345) (Council Sponsors: Council Members Klitzke and Zappone)
Jon Snyder
- RES 2026-0016 Approving a Commercial Parking Tax Public Rule. (Council Sponsors: Council Members Zappone and Klitzke)
Adam McDaniel/Jon Snyder
- RES 2026-0017 Approving settlement of claims made by Sierra Athos—\$425,000. (Council Sponsors: Council Members Dillon and Cathcart)
Lynden Smithson
- RES 2026-0018 Declaring Spokane Riverkeeper (Spokane) a sole-source provider and
OPR 2026-0170 authorizing the City to enter into a contract to organize and lead cleanup events to remove waste from the Spokane River and shoreline adjacent to City of Spokane Public Works and Parks properties for a five-year period—approximately \$100,000 annually without public bidding. (Council Sponsors: Council Members Klitzke and Zappone)
Marlene Feist

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36826 (To be considered under Hearings Item H1.b.)
- ORD C36850 Encouraging the activation of public spaces; amending Section 08.02.0220; repealing Section 08.02.0235, Chapter 10.28, and Chapter 10.55; and adopting a new Chapter 12.15 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dixit)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

- H1. a. Hearing on vacation Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue, as requested by owners having an interest in real estate abutting the right-of-way. **Hold Hrg/
Close Hrg/
Approve
Subject to
Conditions**
- b. First Reading Ordinance C36826 vacating Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue. **Further Action
Deferred** **ORD C36826**
- (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Eldon Brown

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 9, 2026, Regular Legislative Session of the City Council is adjourned to March 16, 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: 03/09/2026

Date Rec'd 2/10/2026

Clerk's File # CPR 1981-0295

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 LINDA CARROLL AS THE COMMUNITY ASSEMBLY LIAISON

Agenda Wording

Appointment of Linda Carroll as the Community Assembly Liaison to the Plan Commission for a term of March 9, 2026 to March 8, 2030.

Summary (Background)

Appointment of Linda Carroll as the Community Assembly Liaison to the Plan Commission for a term of March 9, 2026 to March 8, 2030.

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	



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/09/2026

Date Rec'd 2/12/2026

Clerk's File # CPR 2007-0040

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 BEAU MADSEN TO THE SALARY REVIEW COMMISSION

Agenda Wording

Appointment of Beau Madsen to the Salary Review Commission for a term of March 9, 2026 to March 8, 2030.

Summary (Background)

Appointment of Beau Madsen to the Salary Review Commission for a term of March 9, 2026 to March 8, 2030.

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	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 03/09/2026

Date Rec'd		2/18/2026	
Clerk's File #		OPR 2026-0186	
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	Bid #	6486-26
Contact Name/Phone	GIACOBBE 625-6715	Requisition #	CR28379
Contact E-Mail	GBYRD@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	CONTRACT WITH MATRIX CONSULTING GROUP FOR ORGANIZATIONAL		

Agenda Wording

Contract with Matrix Consulting Group, Ltd (San Mateo, CA) for Organizational Analysis consulting services for a term of March 10, 2026 through March 10, 2027 for a dollar amount not to exceed sixty-four thousand five hundred dollars (\$64,500.00).

Summary (Background)

The Council Office initiated an informal request for proposals for organizational analysis services in late 2025. After receiving responses and reviewing proposals, the Council Office Director is seeking Council approval to contract with Matrix Consulting Group for a one year term beginning March 10, 2026 to execute this work with the expectation that deliverables, as described in Matrix's response, are no later than May 31st, 2026.

What impacts would the proposal have on historically excluded communities?

There is no specific language in the proposal or scope of work requiring that the analysis focus on the Council Office's impact on historically excluded communities. However, an independent evaluation of the entire existing staffing structure of the Council Office may touch on how the Council Members and Council Office staff engage with and impact historically excluded communities through its work.

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, analyzed, or reported regarding the effect of the organizational analysis 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?

This evaluation will include a review of comparable organizational structures and will result in a specific set of recommendations from the consultant about how to organize and structure the council office to improve workload management, responsibility or reporting, accountability, workplace culture, and overall office performance within the bounds of limited City resources.

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 contract aligns with the Council's actions at the 2025-2026 mid year budget modification.

Council Subcommittee Review

No Council subcommittee reviewed the request for proposals or the contract for this work.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 64,500.00
Current Year Cost	\$ 64,500.00
Subsequent Year(s) Cost	\$ 0
Narrative	
The Council Office encumbered \$65,000 in non-personnel funding from their 2025 budget into 2026 to pay for the cost of this contract.	
Amount	
Budget Account	
Expense	\$ 64,500.00
Select	#
Funding Source One-Time	
Funding Source Type Reallocation	
Is this funding source sustainable for future years, months, etc?	
This is one-time funding re-allocated from various non-personnel Council Office budget lines that is not sustainable in future years.	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
This is a one-time expense.	
Approvals	
Additional Approvals	
<u>Dept Head</u>	<u>PURCHASING</u> NECHANICKY, JASON
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	
Distribution List	
	gbyrd@spokanecity.org
ywang@spokanecity.org	



City of Spokane
CONSULTANT AGREEMENT
Title: CITY COUNCIL
ORGANIZATIONAL ANALYSIS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MATRIX CONSULTING GROUP, LTD.**, whose address is 1875 Grant Street, Suite 960, San Mateo, California 94402, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide an Organizational Analysis of the City Council for the City of Spokane; and

WHEREAS, the Consultant was selected from IFRP 6486-26 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 10, 2026, and ends on March 10, 2027, unless amended by written agreement or terminated earlier under the provisions. Agreement is renewable upon mutual agreement for two (2) additional three (3) year terms at mutual agreement.

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 Bid Response Summary and Proposal to Informal Request For Proposal #6486-26 dated January 20, 2026, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane City Council Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard

car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MATRIX CONSULTING GROUP, LTD.

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 to Informal Request for Proposal dated January 20, 2026

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

Bid Response Summary

Bid Number IRFP 6486-26
Bid Title City Council Organizational Analysis
Due Date Tuesday, January 20, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Matrix Consulting Group, Ltd.
Submitted By Alan Pennington - Monday, January 19, 2026 10:25:19 AM [(UTC-08:00) Pacific Time (US & Canada)]
 proposals@matrixcg.net 650-858-0507

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions document in the document(s) section. If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 3 "Proposal Content" instructions.	AGREED AND ACKNOWLEDGED

8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	ALAN D. PENNINGTON President, Matrix Consulting Group, Ltd. 650-858-0507 apennington@matrixcg.net
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	ALAN D. PENNINGTON President, Matrix Consulting Group, Ltd. 650-858-0507 apennington@matrixcg.net
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Spokane City Council eProposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	IRFP #6486-26 Addendum #1 (2).pdf
3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



PROPOSAL TO CONDUCT A CITY COUNCIL ORGANIZATIONAL ANALYSIS

JANUARY 20, 2026

SPOKANE, WASHINGTON

MATRIX
CONSULTING GROUP

Thea Prince, Senior Procurement Specialist
Purchasing Department
City of Spokane
915 N. Nelson St.
Spokane, Washington 99202

Dear Ms. Prince,

Matrix Consulting Group, Ltd. is pleased to present this proposal to conduct an Organizational Analysis of the City Council for the City of Spokane. Our proposal is based on a review of the City's RFP, our experience conducting similar projects nationwide, and our prior work with the City of Spokane. Our qualifications to work with the City on this project are summarized below:

- **Extensive Relevant Experience:** Since its founding in 2003, our firm has conducted over 100 organization-wide studies and almost 2,000 departmental studies. As a result, we have extensive experience working with City Councils and developing policies and procedures. This experience is described in the *Management Proposal* section of this document.
- **Prior work with the City of Spokane and elsewhere in the State of Washington.** We are familiar with the State of Washington, having recently worked on projects in Anacortes, Issaquah, Redmond, Richland, Sammamish, Spokane County, Spokane Valley, Thurston County, and others. We have completed various projects for the City of Spokane, including a Citywide Study, Police Fleet, Public Safety Overtime, and Maintenance Management studies.
- **Tailored Services to Meet Your Unique Organizational Needs:** Matrix Consulting Group understands that each organization has a distinct culture, service portfolio, and service-level expectations. We develop a highly customized approach and services for each client designed to support and advance your goals and objectives.
- **A Highly Experienced Analytical Team:** We have proposed a highly experienced project team comprising individuals who have previously served in local government in legislative and executive roles, as well as career consultants with experience conducting hundreds of similar studies.

The following information has been provided in accordance with RFP Section 3.2: *Letter of Submittal*:

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

Matrix Consulting Group, Ltd.
1875 S. Grant Street, Suite 960
San Mateo, CA 94402
(650) 858-0507 | proposals@matrixcg.net

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

We are a California corporation incorporated in 2003. We are headquartered in San Mateo and have regional offices nationwide. Members of the proposed project team work are based in Illinois, Utah, Colorado, and California.

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

Not applicable.

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

We are licensed to conduct business in the State of Washington (UBI 602-707-253).

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

We are willing and able to comply with all terms and conditions, except for the insurance requirement for coverage of owned automobiles. Our firm does not own automobiles; as such, we cannot provide coverage for this. Our insurance otherwise complies with the contract requirements, and we request an exception for this minor issue.

As the firm's President, I am authorized to represent the firm contractually and execute any service agreement. I can be reached at the address and phone number above or via email at apennington@matrixcg.net.



ALAN D. PENNINGTON

President, Matrix Consulting Group, Ltd.

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TECHNICAL PROPOSAL

This section presents our understanding of the City’s requirements, followed by a comprehensive overview of our proposed approach, methodology, and work plan.

A. PROJECT UNDERSTANDING

The scope of this project includes conducting an independent evaluation of the City Council Office to assess its staffing structure, roles and responsibilities, internal operational practices, and workload, and developing a Council Office Handbook. The evaluation will be informed by interviews, operational review, and benchmark comparisons. This will result in clear, resource-conscious recommendations to strengthen organizational structure, workload management, accountability, and overall effectiveness, along with the development of a Council Office Handbook defining roles, protocols, performance expectations, organizational structure, and expected services and outcomes.

B. DETAILED WORK PLAN

GENERAL PROJECT APPROACH

Our consulting philosophy is to deliver a customized approach to address our clients' unique issues. Findings and solutions are presented in a fact-based manner, utilizing our proven methodologies and analytical techniques as summarized in the following graphic:

- 1 A principal of the firm is involved in every aspect of each study. For this engagement, Alan Pennington, President, will serve in this role.
- 2 We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.
- 3 Our projects have extensive input and interaction between the consultants and our clients’ staff, management, policy makers, and external stakeholders.
- 4 We provide our clients not only with the right answers but also with practical solutions for implementing change.
- 5 We engage regularly with our clients to ensure that the project remains on time, the schedule is maintained, and we are accessible when needed.

PROJECT MANAGEMENT AND QUALITY CONTROL

We strongly believe in managing each consulting engagement effectively and applying formal project management techniques, which include:

- Use **project management software** to create timelines, track utilization, and communicate.
- The project team's and client's expectations and results are managed weekly through **formal project schedules and reporting tools**.
- All project work activities are defined in advance and tied to each project team member, deliverables, schedule, and budget.
- The project manager and lead analysts develop general and **project-specific data collection plans and interview guides** for all our staff.
- At project initiation, we will schedule ongoing **progress meetings** with the project steering committee and other key stakeholders, as needed, to review interim deliverables and findings as they are developed. This collaborative approach throughout the engagement ensures there are no surprises and maximizes buy-in at all levels.
- The **project manager designs and personally reviews all interim and final products** before they are delivered to the client.

These project management approaches enable us to deliver all our projects on time and at a high level of quality. All our projects are completed within budget – we have **never** asked for additional budget to complete the proposed scope of work. We are known for the depth and insight of our analysis and our responsiveness to clients.

WORK PLAN

The following outlines the scope of work to complete this engagement:

TASK 1: CURRENT STATE ASSESSMENT

To effectively evaluate the operations and support structure of the City Council Office, the project team will first develop a clear understanding of the factors shaping legislative needs within the Council-Mayor form of government. This will include an assessment of the City Council's statutory responsibilities and how those responsibilities are supported by non-elected Council Office Staff.

The analysis will recognize the City Council's role as the City's legislative body and its relationship to the executive branch, while remaining focused on operational effectiveness, workload sustainability, and appropriate use of limited resources within the Council Office. This will include the Matrix Consulting Group team completing and coordinating the following action items:

- Conduct confidential, in-person interviews with City Council Members, Council Office Staff, and key stakeholders to understand service goals, legislative priorities, workload demands, time commitments, coordination challenges, confidentiality considerations, and the effectiveness of existing policies, procedures, internal controls, and performance management practices.

- Data collection to gather pertinent, documented information to establish a baseline understanding of workload and operational practices.
- Perform a review of the Council Office's organizational structure, staffing, reporting relationships, and operational practices, including documentation of roles, classifications, workload distribution, qualifications, compensation, and budget allocations over multiple fiscal years.
- Review the use of technology, external support services, and contracted resources that supplement Council Office operations, and document key processes as needed to illustrate how legislative support work is performed and resources are deployed.

Once these activities are complete, the project team will prepare a descriptive summary profile that presents our understanding of the City Council Office's current organization, staffing, operational practices, performance standards, and annual costs. The profile will be circulated among the Council Office project team for comment to ensure the accuracy of our understanding prior to finalization.

TASK 1 RESULT

The deliverable of this task is a Current State Assessment that outlines organizational structure, individual roles, resource allocation, and service delivery approach.



TASK 2: BEST MANAGEMENT PRACTICES AND BENCHMARK COMPARATIVE

During this task, the project team will focus on two primary elements: a best practices evaluation of the City Council Office's legislative support operations and a structured assessment of comparable jurisdictions. Together, these elements will provide both an objective assessment of current performance and an external reference point to inform improvement opportunities.

BEST MANAGEMENT PRACTICES ASSESSMENT

Evaluating operations against best management practices provides an objective framework for assessing performance, identifying gaps, and highlighting opportunities for improvement. This approach helps ensure that organizational structures, processes, and resources are aligned with professional standards, legal requirements, and the City's long-term governance and service delivery goals, while supporting consistent, transparent, and accountable operations.

The best management practices used for comparison will be grounded in the project team's experience with effective legislative organizations in Washington and nationwide, and will be supported by recognized industry benchmarks and professional standards. These practices will draw on applicable federal and state guidance, municipal legislative authorities, and leading organizations such as the United States Conference of Mayors, International City/County Management Association, the National League of Cities, and other professional and policy groups with expertise in Council–Mayor forms of government.

BENCHMARK COMPARISONS

Matrix Consulting Group would also conduct a comparative survey to evaluate the City Council Office's processes and staffing allocations relative to those of comparable Washington municipalities, specifically, or of municipalities in the Pacific Northwest generally. The methodology and approach to be utilized in this process will include the following:

- Coordinate with the Council Office project team to identify and select cities for comparison based on population similarity or proximity, comparable legislative support functions, and recognition for high-quality, best-in-class governance and service delivery practices.
- Conduct a structured comparison with similar jurisdictions to evaluate staffing models, workload expectations, service levels, and performance measures for legislative support functions.
- Analyze differences between the City Council Office and practices to identify strengths, gaps, and opportunities for operational and organizational improvement.

Findings from the Best Management Practices evaluation and comparisons will be integrated to inform targeted organizational and staffing recommendations and to provide a clear, practical foundation for strengthening the City Council Office's operations, efficiency, and overall performance.

TASK 2 RESULT

The deliverable for this task would be an evaluation of the City Council Office against best practices and other comparable cities.



TASK 3: STAFFING, WORK PROCESSES, AND SYSTEMS EVALUATION

This task is a critical step in ensuring that the City Council Office is appropriately structured, staffed, and managed to effectively and sustainably support its legislative role. Evaluating work processes, management systems, and staffing levels clarifies how time, effort, and resources are currently deployed and whether those resources align with statutory responsibilities, service expectations, and the realities of a Council operating under a strong-mayor form of government. This assessment helps identify where workloads may be misaligned, where management systems can be strengthened, and where organizational design or staffing adjustments can improve efficiency, accountability, and service delivery without increasing costs.

The process will involve a structured review of how legislative work is organized, supported, tracked, and managed across the Council Office. The analysis will assess whether supervisory structures, staffing levels, technology, and internal practices are well aligned with workload demands and evolving legislative priorities. It will also examine recruitment, retention, training, and succession-planning practices to ensure operational continuity and institutional knowledge. Together with findings from earlier tasks, this work will provide the foundation for practical recommendations on optimal staffing levels, work practices, and management systems that strengthen legislative support functions and improve the effective use of staff resources.

As part of this task, the project team will complete the following:

- Evaluate the time and effort required of elected officials and staff to fulfill core legislative responsibilities, including an analysis of current levels of Council Office staff support.
- Assess how staffing levels and organizational design support core legislative functions, including agenda preparation, ordinance and resolution development, constituent services, committee and meeting support, budget deliberations, proactive Council initiatives, and other statutory duties.
- Review how legislative items are planned, scheduled, and prepared for City Council meetings, including the timing and level of staff involvement in agenda development and legislative support.
- Evaluate the time and effort required of individual Council Members to carry out core legislative duties and how staff support contributes to those efforts.
- Assess how legislative support work is tracked, reported, and monitored, including workload reporting by role or function and the methods used to assign work based on complexity, time requirements, and staff experience.
- Identify performance measures related to timeliness, volume, and effort associated with key legislative support tasks, and assess how management uses available data to inform decisions and manage workloads.
- Review the availability and appropriate use of specialized or supplemental services that support Council operations.
- Assess organizational support practices, including quality control processes, internal coordination, supervision, spans of control, and accountability mechanisms.
- Evaluate staff recruitment, retention, training, professional development, and cross-training practices, including the presence of succession planning efforts to support flexibility, continuity of operations, and sustainable workloads.
- Review the effectiveness of current and planned systems and technologies in supporting legislative operations, and identify opportunities to streamline processes or improve efficiency through process reengineering or enhanced technology use.
- Evaluate the overall organizational structure and reporting relationships within the Council Office, including whether opportunities exist to realign responsibilities or selectively use external support to enhance service delivery.

The completion of this task will enable the project team to develop well-supported recommendations on staffing levels, organizational structure, work processes, and management practices that improve efficiency, sustainability, and support for the City Council's legislative functions, while identifying practical opportunities to strengthen work practices and improve the effective utilization of staff resources.

TASK 3 RESULT

The deliverable of this task is to provide the foundation for targeted, data-driven recommendations to improve how the City Council Office is structured, staffed, and managed, so it can more efficiently and effectively support legislative functions.



TASK 4: DEVELOPMENT OF THE OFFICE FUNCTIONAL HANDBOOK

In this task, the project team would develop a comprehensive City Council Office Functional Handbook that documents and formalizes roles, responsibilities, and operational expectations for Council Members and Council Office Staff. The handbook serves as a practical, user-focused reference that supports consistency, accountability, and operational continuity.

The Office Functional Handbook is informed by findings from the organizational assessment, interviews, workload analysis, and benchmark review completed in earlier tasks. It will reflect how the City Council Office operates in practice while aligning roles and procedures with applicable legal requirements, professional standards, operational goals, culture, and resource constraints. Development of the handbook will include ongoing coordination with the Council Office project team to ensure the content is accurate, practical, and aligned with desired outcomes. The handbook is to be structured similarly to leading models, such as the City of Seattle's Central Staff Roles and Services Report, and tailored to Spokane's governance structure, organizational culture, and operational needs.

The Handbook will include the following core components:

- Clear definitions of primary and secondary roles for Council Members and Council Office staff.
- Internal workload protocols, including policies, procedures, and standard operating practices for work assignment, coordination, and reporting.
- Recommended updates to protocols where gaps, inconsistencies, or duplicative efforts are identified to improve consistency and efficiency.
- A standardized performance evaluation framework, including core expectations, evaluation criteria, and adaptable templates.
- An organizational chart reflecting reporting relationships, functional alignment, and lines of accountability.
- Practical examples of services and expected outcomes for each Council Office position to support alignment with legislative priorities and day-to-day operations.

The completed handbook will be designed as an internal management and orientation tool that supports onboarding, training, performance management, and long-term operational sustainability. It will provide the City Council with a documented framework that reinforces shared expectations, supports effective legislative functions, and strengthens overall operations.

TASK 4 RESULT

This task will produce a comprehensive City Council Office Functional Handbook that clearly defines roles, responsibilities, protocols, performance expectations, and organizational structure.

TASK 5: FINAL REPORT AND IMPLEMENTATION PLAN

Once the City Council Office evaluation is complete, we will document our findings and recommendations in draft and final reports. This report will include:

- A detailed evaluation of the City Council Office's organizational structure, operational practices, management systems, and staffing levels, including targeted recommendations to improve efficiency, workload management, accountability, coordination, workplace culture, and overall office performance within available resources.
- Organizational and staffing recommendations to strengthen role clarity, reporting relationships, and workload distribution across functions.
- Assessment of technology and information management practices supporting legislative workflows, workload tracking, and reporting, including improvement opportunities.
- Service level and performance evaluation, identifying gaps between desired outcomes and current practices, and how staffing impacts results.
- A practical implementation plan outlining action items, timelines, and estimated resource or fiscal impacts.
- Final versions of all interim deliverables, including the current state assessment, best management practices evaluation, benchmark comparison, and the Office Functional Handbook.

The final report is made available for review in draft form. Once this review is complete and input is received, the project team will review all feedback, edit the report, and finalize it. A presentation of the final report will be made to the City Council as desired.

TASK 5 RESULT

A comprehensive draft final report that integrates all interim deliverables into a clear organizational analysis and implementation roadmap, and when finalized, will be available to present the findings and recommendations to the City Council.

C. PROJECT SCHEDULE

We propose completing the project within a ten-week schedule, as shown below, and we can initiate work within 2 weeks of receiving a notice to proceed.

PROJECT TIMELINE

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
1 Current State Assessment	Active	Active	Active	Completed						
2 Best Management Practices and Benchmarking	Completed	Active	Active	Active	Completed	Completed	Completed	Completed	Completed	Completed
3 Staffing, Work Processes, and Systems Evaluation	Completed	Completed	Active	Active	Active	Completed	Completed	Completed	Completed	Completed
4 Office Functional Handbook	Completed	Completed	Completed	Completed	Active	Active	Active	Active	Completed	Completed
5 Final Report & Implementation Plan	Completed	Active	Active							

All presentations will take place after the final report is developed and approved by the City. This timeline can be adjusted based on City staff priorities, preferences, and availability.

We acknowledge and are comfortable with meeting the project completion date of May 31, 2026, as requested in the RFP addenda. This schedule is achievable with timely access to Council Members and staff for interviews, data collection, and review of interim deliverables.

MANAGEMENT PROPOSAL

This section provides an overview of our firm, experience, and project team.

A. EXPERIENCE

The following subsections describe our firm, areas of expertise, and proposed project team.

INTRODUCTION TO MATRIX CONSULTING GROUP, LTD.

Matrix Consulting Group, Ltd. is a management consulting firm that provides high-quality analytical, evaluation, support, and training services to public-sector entities. Our firm is summarized as follows:

- We were incorporated in California in 2003. We are headquartered in San Mateo and have regional offices in Trophy Club (TX), Charlotte (NC), Edwardsville (IL), Irvine (CA), the Tampa (FL) area, Portland (OR), and Nova Scotia, Canada. We also have staff members in Utah, Colorado, and Montana. We are authorized to conduct business in the State of Washington.
- We employ 31 full-time and 7 part-time, highly experienced management consultants specializing in public-sector management consulting.
- Since our founding, we have worked with over 1,800 public sector entities, evaluating organizational structures, streamlining business processes to increase efficiency, evaluating service delivery approaches, ensuring functional alignment to enhance interdepartmental collaboration, and developing appropriate resource and staffing allocations. The following outlines the core service areas of our firm:

Administrative Services	Fleet Management
Community Development	Information Technology
Emergency Communications	Law Enforcement
Facilities and Space Planning	Legislative Processes
Financial Services	Parks, Recreation, and Library
Fire and EMS	Public Works and Utilities

We have dedicated subject matter experts in each of these core areas.

PROJECT TEAM

We have proposed a qualified and experienced project team, shown below. The team comprises senior staff and individuals with extensive experience in conducting similar engagements.



We confirm that the identified staff will perform the assigned work and that any staff substitutions require the City’s prior approval.

AVAILABILITY

All project team members have sufficient time available to be allocated to this engagement. Upon project award, project allocations are logged in our master Project Management software to ensure time is allocated to each engagement at a level sufficient to meet contractual obligations.

Summaries of team members’ allocation to this project are shown below. This availability is based on an anticipated project start in mid-February to early March and a proposed completion by May 31, 2026.

PROJECT TEAM PROJECT ALLOCATION

Staff Member	Role	Primary Responsibilities	% Of Total Time Allocated to Project
Alan Pennington	Principal-in-Charge	Project oversight and review of all deliverables.	5%
Amy Mabey	Project Manager/Lead Analyst	Day-to-day project management, interviews, analysis, reporting.	20%
Joe McDonald	Policy Analyst	Workload analysis, benchmarking, “Office Functional Handbook.”	46%
Alexis Orrick	Data Analyst	Data collection and analysis, documentation review.	16%

ADDRESSING PROJECT SCOPE CHANGES

We will proactively address issues and potential scope changes through consistent communication and timely coordination with City Council project leadership. Bi-weekly check-in meetings will be used to confirm progress, review upcoming milestones, resolve questions, and address emerging needs before

they affect the schedule or deliverables. The project manager is also available between meetings to address any unforeseen issues that arise.

If scope adjustments are requested, we will work collaboratively with the City to confirm the change, assess the impact on schedule, budget, and deliverables, and document all revisions in writing for approval by both parties. Scope changes will be implemented only after written confirmation from the City that they desire to make a scope adjustment.

RESUMES

Resumes showing the qualifications and experience of our project team begin on the following page.



ALAN PENNINGTON
President

BIOGRAPHY:

Alan Pennington is President of the Matrix Consulting Group and leads our General Consulting Practice which includes organization-wide assessments and operational and organizational studies for all non-public safety functions. His primary expertise is in Administrative Services, Legislative Process, Community Development, Finance, Human Resources, Information Technology, Procurement, Public Works and Parks and Recreation. He has served as the Project Manager or Lead Analyst on over 400 local government studies since joining the firm.

EXPERIENCE HIGHLIGHTS:

RIVERSIDE, CA: OPERATIONAL AND ORGANIZATIONAL REVIEWS

Alan was the Project Manager and lead analyst on a series of studies covering numerous service areas for this organization including City Manager/Mayor's Offices, Human Resources, Finance, Information Technology, and Community Development. These audits were part of a multi-year schedule of performance audits covering all City departments. The audits included assessments of operational practices, workload, technology, staffing requirements, and compliance with financial and operational practices.

TIGARD, OR: OPERATIONAL AND ORGANIZATIONAL REVIEW

Alan was the Project Manager on this Performance Audit for the City of Tigard that evaluated all operational aspects of the City and included the development of a staffing model based upon adjusted services and service levels, recommendations for operational improvements, and the development of performance indicators for each functional area. This study was undertaken in advance of a ballot measure to increase funding to support required municipal operations.

ROLE ON THIS ENGAGEMENT:

Alan will serve as the Principal-in-Charge.

RELEVANT CLIENTS:

CA, Half Moon Bay
CA, Rancho Mirage
CA, Roseville
CO, Fort Morgan
FL, St. Cloud
GA, DeKalb County
IL, Orland Park
IL, Tinley Park
MD, Montgomery Co.
MD, Takoma Park
MI, Portage
MO, Joplin
MO, Jefferson City
MO, Raymore
NC, Waxhaw
NH, Carroll County
NJ, Franklin Twn.
OR, Tigard
PA, Mt. Lebanon
TX, Schertz
UT, Salt Lake County
VT, Montpelier

YEARS OF EXPERIENCE:

19

EDUCATION:

BA, University of Maine,
Public Management.

PROFESSIONAL ASSOCIATIONS:

Association of Local
Government Auditors
(ALGA)

Government Finance
Officers Association (GFOA)

International City-County
Management Association
(ICMA)



AMY MABEY, MPA
Manager

Amy Mabey, MPA is an analyst with extensive experience in public administration and finance, policy analysis, public services, community outreach, and program oversight. She combines leadership and strategic insight in her approach. Her experience in large and small municipalities, leading both legislative functions as a Council Policy Analyst and administrative functions as a prior City Administrator, provides a multi-faceted understanding of local governance, resource allocation, and community engagement:

- Expertise centers on applying management, human resources and oversight best practices to improve organizational performance and workforce effectiveness.
- Work includes comprehensive code and policy analysis to ensure regulatory alignment and operational consistency, including rewriting City Council rules and norms policy documents while serving as a Policy Analyst in Ogden, Utah.
- Public outreach efforts to support transparent engagement and informed community participation.
- Facilitation of public meetings, focus groups, stakeholder sessions, and staff training.

EXPERIENCE HIGHLIGHTS:

DENTON, TX: REAL ESTATE DEPARTMENT ASSESSMENT

Conducted a comprehensive review of management practices, staffing, core processes and intergovernmental operations to identify gaps, streamline workflows and enhance service delivery.

OSHKOSH, WI: COMMUNITY DEVELOPMENT REVIEW

Provided comprehensive operational, workload and staffing analysis. Completed assessment of building, inspections, land use and development codes.

WHATCOM, WA: HUMAN RESOURCES STUDY

Completed organizational analysis with role-specific policy recommendations and strategic organizational alignment.

PROJECT ROLE:

Amy will be the Project Manager/Lead Analyst.

RELEVANT CLIENTS:

- CA, Escondido
- CA, West Sacramento
- IA, Cedar Rapids
- NC, Raleigh
- TX, Denton
- TX, Tomball
- WA, Whatcom
- WI, Oshkosh

YEARS OF EXPERIENCE:

15

EDUCATION:

MPA, University of Utah, emphasis in local government

BS, Utah State University Political Science

CERTIFICATIONS:

Certified Everything DiSC® Facilitator

FEMA All-Hazards Training

Advanced Public Information Officer (PIO)

PROFESSIONAL ASSOCIATIONS:

International City Management Association (ICMA)



JOE MCDONALD, PSHRA-CP
Senior Consultant

Joe McDonald is experienced in supporting department-level organizational assessments, staffing and operations analyses, and business process optimization for public sector entities. His work spans administrative services, human resources, independent governing entities, and public works, with strengths in employee engagement, data-driven staffing analysis, process documentation, and the development of policy documents aligned with risk, impact, and organizational readiness.

EXPERIENCE HIGHLIGHTS:

ISSAQUAH, WA – STAFFING AND OPERATIONS EVALUATION

Our firm worked with the City to develop and implement its first Asset Management policy. Joe was responsible for developing policy and procedure documents based on the recommendations made by the project team’s subject matter experts and worked with the City to develop options for document publication.

NILES MAINE DISTRICT LIBRARY – STAFFING/OPERATIONS

Joe supported a comprehensive review of the library’s staffing, organizational structure, and operational practices, including development of a current state profile and administration and analysis of two survey efforts, one focused on staff perspectives and one capturing community feedback on service needs and expectations.

WEST SACRAMENTO, CA – SOP MANUAL DEVELOPMENT

Our firm was selected to develop an SOP Manual for the City’s Capital Projects department. Joe worked with department staff to draft and formalize SOPs specific to the department’s multiple functional areas, including administration, engineering and design, and construction.

PROJECT ROLE:

Joe will serve as the Policy Analyst.

RELEVANT CLIENTS:

- CA, Rocklin
- CA, San Dimas
- CA, EBRPD
- CA, SDCWA
- CA, West Sacramento
- CO, Greeley
- FL, Bradenton
- FL, Clearwater
- FL, Dunedin
- FL, Miami Beach
- FL, Palmetto Bay
- FL, Seminole Tribe
- FL, St. Johns Co.
- FL, St. Petersburg
- TX, Addison
- TX, Prosper
- TN, Knoxville
- VT, Burlington
- WA, Issaquah
- WA, Snohomish Co.

YEARS OF EXPERIENCE:

4

EDUCATION:

- BA – Professional and Technical Communications – University of South Florida

PROFESSIONAL ASSOCIATIONS:

- Public Sector HR Association (PSHRA)
- International City/County Managers Association (ICMA)



ALEXIS ORRICK

Consultant

Alexis Orrick recently joined our firm as a data analyst in our General Consulting Practice. Alexis works primarily on data analysis and metrics for operational, organizational, and staffing assessments.

Her relevant experience include:

- Reporting and Data Analysis
- Management and Communication
- Mixed Methods Research

EXPERIENCE HIGHLIGHTS:

LSE RESEARCH: PROGRAM EVALUATION

- Conducted program evaluation of Latimer Community Art Therapy (LCAT). Mixed methods reports (quantitative survey analysis, case studies, and interviews) sent to potential and existing funders to evaluate the efficacy of LCAT services.
- Created and maintained Excel and Google Sheets dashboards for automated data analysis of assessments (surveys).

FAMILY HEALTH CENTERS OF SAN DIEGO: DATA ANALYST

- Managed 3 databases (SQL, CMIS, EHR) & hundreds of Excel spreadsheets with confidential patient information (HIPAA).
- Responsible for Data Evaluation to ensure accurate and quality data was presented to grant funders during audits.

ROLE ON THIS ENGAGEMENT:

Alexis will serve as the Data Analyst.

RELEVANT CLIENTS:

- CA, EBRPD
- CA, Escondido
- CA, Palo Alto
- CA, San Mateo
- CA, West Sacramento
- MI, Rochester Hills
- OR, Wilsonville
- WA, Bellevue

YEARS OF EXPERIENCE:

6

EDUCATION:

MSc Applied Social Data Science – London School of Economics and Political Science

BA Political Science: Comparative Politics – University of California, San Diego

B. PAST CONTRACTS / REFERENCES

Since 2003, we have conducted hundreds of organization-wide assessments for local governments, as well as projects for independent authorities and private-sector clients. Examples of projects are highlighted in the following subsections.

ORGANIZATION-WIDE ASSESSMENTS

Representative organizational-wide assessment clients include:

Albuquerque, New Mexico	Gulf Shores, Alabama	Portage, Michigan
Augusta, Georgia	Half Moon Bay, California	Rancho Mirage, California
Barstow, California	Jefferson City, Missouri	Rancho Palos Verdes, Calif.
Brattleboro, Vermont	Joplin, Missouri	Roseville, California
Coventry, Rhode Island	Monroe County, Michigan	Salt Lake County, Utah
Corp. for Public Broadcasting	Montgomery County, Maryland	Schertz, Texas
DeKalb County, Georgia	Monrovia, California	St. Cloud, Florida
Dunedin, Florida	Mount Lebanon, Pennsylvania	Sunnyvale, California
Deltona, Florida	Orland Park, Illinois	Takoma Park, Maryland
Franklin Township, New Jersey	Orting, Washington	Tigard, Oregon
Grand County, Utah	Palos Verdes Estates, Calif.	Vermont Secretary of State

Details about any project listed above are available upon request.

PAST CONTRACTS

The following table lists contracts held by the firm over the last 3 years that involved a similar scope of services, including assessment of staff roles and responsibilities, staffing allocations based on workload and service demands, organizational structure reviews, or the development of policies and procedures manuals. These assessments span a variety of departments and service areas and share a similar scope and methodologies as required for this engagement.

Client	Contract Period	Contact Name	Phone Number	Email
Anacortes, WA	1/2025-9/2025	John Coleman	360-293-1901	johnc@anacorteswa.gov
Jefferson City, MO	10/2023-8/2024	Brian Crane	573-634-6410	bcrane@jeffersoncitymo.gov
Redmond, WA	8/2024-5/2025	Malisa Files	425-556-2166	mfiles@redmond.gov
Richland, WA	11/2022-6/2023	Joe Schiessl	509-942-7558	jschiessl@ci.richland.wa.us
St. Johns County, FL	7/2023-7/2025	Dawn Cardenas	904-209-0276	dcardenas@sjcfl.us ariana@cityofwestsacramento.org
West Sacramento, CA	6/2022-6/2024	Ariana Adame	916-617-4980	ariana@cityofwestsacramento.org
Whatcom County, WA	3/2025-9/2025	Cathy Halka	360-778-5019	chalka@co.whatcom.wa.us

REFERENCES

The following are specific references. As requested, we have provided three from the listing above. In addition, we have provided two additional references that are particularly relevant based on the work conducted, but that fall outside the required three-year time period.

**JEFFERSON CITY,
MO**



Jefferson City
MISSOURI

**Organizational and
Staffing
Optimization Review**

Brian Crane
City Administrator
(573) 634-6410
BCrane@jeffersoncitymo.gov

Matrix Consulting Group completed a comprehensive organizational structure and staffing optimization review for the City of Jefferson City, Missouri. This assessment evaluated overall organizational structure and staffing requirements to provide services to residents.

Key recommendations included creation of an Administrative Services Department – combining Finance, IT and Human Resources; recommendation for charter modifications to enable conversion of the City Administrator to a City Manager position, establishing Parks & Recreation Director as department head reporting to City Administrator versus independent Board; and converting the City Prosecutor position from an elected position to an appointed position within the City Attorney Office. Additional recommendations included establishment of a dedicated grants function and staffing adjustments throughout all departments to align with service expectations and workloads.

ANACORTES, WA



**Development Review
Process Study**

John Coleman, AICP
Community
Development Director
(360) 293-1901
johnc@anacorteswa.gov

This study focused on reviewing the City's development review, permitting, and inspection processes, permitting software system, workload, and staffing needs. The project team also developed 25 application checklist for the City.

Key recommendations of this study focused on:

- Define roles and responsibilities for all development review and inspection staff.
- Establish consistent performance goals for all development review activities and convey expected service levels to staff.
- Standardized review comment approaches in the permitting software system and how to convey to the applicant.
- Modify permitting software workflows to route to all applicable reviewers.
- Revise and create a centralized development webpage to serve a digital one-stop development webpage.
- Modify the application requirements and approval thresholds for Type I – IV applications.

The City has implemented many of the study's recommendations since the study was completed in September 2025.

REDMOND, WA



Development Review Assessment

Malisa Files
Chief Operating Officer
(425) 556-2166
mfiles@redmond.gov

This assessment of the City's development review operations was undertaken as part of the City's effort to comply with state mandated timelines under Senate Bill 5290. This study was a comprehensive review of the City's development review, permitting, and inspection processes completed by the Development Services Department, Public Works, and Fire Department. Key recommendations as part of this study included:

- Enhance the use of the permitting software system. Improvements included modifying internal workflows to properly route all development applications, improve the online application portal, integrate the fee schedule in the software system, and track all development inspections in the software system.
- Modify the criteria for Planning applications tiers and increasing the number of applications that are by right uses to be approved by staff.
- Realign engineering staff's role in Public Works and Development Services and clearly identify roles and responsibilities of each department.
- Analyzed workload, service levels and identified staffing levels to meet or exceed state processing times.

In 2026, the project team will support the City with implementation assistance of the study's 74 recommendations.



City Attorney's Office Staffing and Operational Analysis

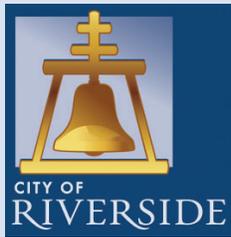
Leah Bean
Admin. Services
Supervisor
(425) 452--5284
lbean@bellevuewa.gov

Matrix Consulting Group conducted a comprehensive assessment of the City Attorney's Office focusing on evaluating internal processes, technology utilization, organizational structure and staffing allocations.

This study covered all aspects of legal services including prosecution, litigation and risk management for the City of Bellevue. As part of evaluating staffing requirements and staff efficiency, all internal business processes were diagrammed and workload for each position type analyzed.

Key recommendations included development of an internal operational manual, implementation of updated legal form templates to increase consistency in work performed, implementation of a full-time Victim & Witness Coordinator position, reclassification of Legal Secretary positions, and organizational restructuring of reporting relationships.

RIVERSIDE, CA



City Attorney's Office Staffing and Operational Analysis

Marianna Burch
City Manager,
Livermore, CA (was
Assistant CM in
Riverside at time of
these studies)
(925) 960-4040

Marianna.Burch@livermoreca.gov

We have conducted numerous financial and performance audits for the City of Riverside over numerous years including Mayor's Office, City Manager's Office, Human Resources, Finance Department, Community Development and Information Technology.

The scopes of work included evaluation of organizational structure, staffing allocations, processes utilized, and a compliance review of financial and operational practices with existing policies and procedures. For the evaluation conducted of the Mayor's and City Manager's Office, we evaluated not only internal operational practices for ways to increase efficiency, but we also assessed the number and type of staff required to provide internal support to elected officials, but the resource needs for constituent services.

We would be happy to provide additional recommendations on any of our prior work.

C. CONTRACT TERMINATION(S)

Our firm has never had a contract terminated for default.

COST PROPOSAL

The following table shows our estimated budget for each task in the scope of services outlined in the City’s RFP and our proposed task plan. We have demonstrated the estimated hours by task and consultant for each task.

Task	President	Manager	Senior Consultant	Consultant	Totals
1. Current State Assessment	4	16	24	8	52
2. Best Practices & Benchmark	4	20	40	16	80
3. Staffing and Operations Evaluation	4	8	16	24	52
4. Office Functional Handbook	4	24	56	12	96
5. Final Report/Implementation Plan	8	24	40	16	88
Total Hours	24	92	176	76	368
Hourly Rate	\$310	\$175	\$160	\$130	
Total Professional Fees	\$7,440	\$16,100	\$28,160	\$9,880	\$62,580
Travel Expenses					\$2,920
Total Project Cost					\$64,500

Our price includes an online version of the Office Functional Handbook, but the cost of any hard copies would be at the City’s expense

Our typical practice is to bill for hours worked monthly up to the contract amount. If any additional services are required, they will be billed at the hourly rates noted.



CITY OF SPOKANE – CONTRACTING &
PURCHASING
915 N Nelson St.
Spokane, Washington 99202

January 6, 2026

ADDENDUM NO. 1

IRFP #6486-26 City Council Organizational Analysis

This Addendum is being issued to change the date that deliverables are due which is listed in the Scope of Services Section of the IRFP in the Documents Tab – Page 3.

The two deliverables are due no later than May 31, 2026 – rather than June 30, 2026 as the IRFP states.

Thea Prince
Purchasing

Alan D. Pennington, President
Matrix Consulting Group, LTD.

DESCRIPTIONS (Continued from Page 1)

same, when required by written contract. General Liability and Hired & Non-Owned Auto Liability contains a special endorsement with "Primary and Non-Contributory" wording, when required by written contract. Umbrella follows form to General Liability, Hired & Non-Owned Auto Liability and Workers Compensation. This form is subject to any/all respective policy provisions.

Additional Insured Includes : City of Spokane

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

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



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

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

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

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



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

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

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

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

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

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

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible;
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

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

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

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

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of 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, health information or any other type of nonpublic information.

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 any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of 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, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such 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 Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

A. The following changes are made to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:

1. The following provision is added to Paragraph 2. Aggregate Limits:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph 2. Aggregate Limits:

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.

B. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WEC AB6S04

Endorsement Number:

Effective Date: 08/08/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MATRIX CONSULTING GROUP LTD

1875 S GRANT ST STE 960

SAN MATEO CA 94402

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 59 WEC AB6S04

Endorsement Number:

Effective Date: 08/08/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MATRIX CONSULTING GROUP LTD

1875 S GRANT ST STE 960

SAN MATEO CA 94402

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



POLICY INSURER LIST BY JURISDICTION

INSURER	NAIC	JURISDICTION
Sentinel Insurance Company Ltd. ONE HARTFORD PLAZA HARTFORD CT 06155	11000	AZ IA
Hartford Accident and Indemnity Company ONE HARTFORD PLAZA HARTFORD CT 06155	22357	MT VA GA NY
Trumbull Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	27120	PA
Hartford Casualty Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29424	CA
Twin City Fire Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	29459	MA UT FL CO IL OR AK KY
Hartford Underwriters Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	30104	NC HI NE NV TX NJ MO
Property and Casualty Insurance Company of Hartford ONE HARTFORD PLAZA HARTFORD CT 06155	34690	SC
Nutmeg Insurance Company ONE HARTFORD PLAZA HARTFORD CT 06155	39608	IN

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY", "WE", "US" AND "OURS" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Nov 21, 2025

Unified Business ID #: 602727253

Business ID #: 001

Location: 0004

Expires: Mar 31, 2026

Profit Corporation

MATRIX CONSULTING GROUP, LTD.
MATRIX CONSULTING GROUP
STE 960
1875 S GRANT ST
SAN MATEO CA 94402-7015

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- ANACORTES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
- SNOHOMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- REDMOND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
- SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2026) - ACTIVE

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

Director, Department of Revenue

UBI: 602727253 001 0004

MATRIX CONSULTING GROUP, LTD.
MATRIX CONSULTING GROUP
STE 960
1875 S GRANT ST
SAN MATEO CA 94402-7015

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE

Expires: Mar 31, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

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

		Date Rec'd	4/14/2025
		Clerk's File #	OPR 2022-0345
		Cross Ref #	RES 2026-0014
		Project #	2022074
Submitting Dept	INTEGRATED CAPITAL	Bid #	RFQ 5569-22
Contact Name/Phone	INGA NOTE 6331	Requisition #	
Contact E-Mail	INOTE@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	DOWL LLC AMENDMENT TRAFFIC CALMING STUDY 2022074		

Agenda Wording

Amendment to DOWL contract for Citywide Traffic Calming Work. The additional work includes 1) a study of speed reduction on the Maple-Ash corridor and 2) Evaluation of up to 40 new traffic calming requests from citizens.

Summary (Background)

1) Council approved resolution 2025-0114 which authorized \$150,000 for Ash/Maple Street from Francis to the Spokane River. The \$150,000 would provide \$75,000 for a Traffic Study for Speed Reduction and \$75,000 for a speed control pilot. The DOWL contract amendment includes the \$75,000 for the Traffic Study. 2) City staff is working with 311 to collect new requests for traffic calming type projects from the public. DOWL will conduct engineering studies, prepare concept drawings and prepare estimates for up to 40 new projects as directed by staff. We expect 30 projects to be evaluated in 2026 and the additional 10 if needed in 2027.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

This amendment has been discussed with the Traffic Calming Subcommittee.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 238,838.00
Current Year Cost	\$ 210,00.00
Subsequent Year(s) Cost	\$ 28,838.00
<u>Narrative</u>	
The resolution call for spending \$210,000 in 2026 for the Maple-Ash Corridor Speed Study and evaluation of new traffic calming projects from the public. The remaining \$28,838 will be spent in 2027 on the evaluation of additional traffic calming projects i	
Amount	
Budget Account	
Expense	\$ 238,838.00
Select	\$
# 1380-24100-42300-54201-99999	
#	
#	
#	
#	
#	
One-Time	
Funding Source	One-Time
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	GBYRD
Division Director	GBYRD
Accounting Manager	GBYRD
Legal	GBYRD
For the Mayor	GBYRD
Distribution List	
Renee Whitesell - rwhitesell@dowl.com	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	inote@spokanecity.org
ammartin@spokanecity.org	eraea@spokanecity.org



City of Spokane
CONTRACT AMENDMENT

Title: **CITYWIDE TRAFFIC CALMING MASTER PLAN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DOWL, LLC**, whose address is 8410 154th Ave NE, Redmond, WA 98052 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed perform a Citywide Traffic Calming Master Plan; and

WHEREAS, additional funds are required to continue the work for the remainder of the contract term, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 19, 2022 and May 20, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on February 4, 2026 and shall run through December 31, 2027.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$238,838.00)** plus applicable tax, in accordance with the Scope of Work Addendum attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DOWL, 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 to this Contract Amendment:
Scope of Work Addendum

Exhibit B –SCOPE OF WORK ADDENDUM
DOWL Consultant Services
Ash Street/Maple Street Pilot Project & 2026/2027 Additional Analyses and
Concepts- City of Spokane

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I. PROJECT DESCRIPTION

The DOWL Citywide Traffic Calming Master Plan Scope of Work is amended (denoted as **Amendment 2**) to include the following:

- Ash Street/Maple Street Pilot Project: Staff understands this to be an implementation of quick-build traffic calming measures at location(s) along the corridor from Francis Avenue to Garland Avenue. Speeds, collision patterns, and non-motorized use will be reviewed as part of a before-after evaluation of the pilot project measures. Permanent recommendations will focus on reducing speeds and collisions and improving the bicycle and pedestrian experience along the corridor.
- 2026 Traffic Calming Master Plan Amendment: Up to 30 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2026. These analyses will be drafted into an amendment of the original Traffic Calming Master Plan Summary Report.
- 2027 Traffic Calming Master Plan Amendment: Up to 10 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2027. These analyses will be drafted into an amendment of the original Traffic Calming Master Plan Summary Report.

Original project tasks are amended (denoted as **Amendment 2**) and shown in the following Tasks in Section IV.

II. PROJECT SCHEDULE

The project schedule is amended to cover the tasks of **Amendment 2**. Anticipated NTP for **Amendment 2** is January 2026 and Consultant will make every effort to progress the tasks to meet the associated completion deadlines before December 2027.

- Ash Street/Maple Street Corridor Pilot Project: July 2026
- 2026 Traffic Calming Master Plan Amendment: July 2026
- 2027 Traffic Calming Master Plan Amendment: July 2027

III. DEFINITIONS/ABBREVIATIONS

Project: Citywide Traffic Calming Master Plan – City of Spokane

Consultant: DOWL

City: City of Spokane

Sub: Sub-Consultant; DKS Associates

Project Team: Consists of the City, Consultant, and Sub

IV. TASKS & DESCRIPTIONS

Task 1 – Project Management

Task 1a. Project Management

Amendment 2:

This task is amended to include weekly updates to the project schedule, budget, and resource plan to ensure the project stays on track. This task will include brief progress reports to accompany the Consultant’s monthly invoice that summarizes the work performed during each reporting period. Included in this packet will be an updated project schedule showing the progress to date.

Task 2 – Neighborhood Workshops

Amendment 2: No changes at this time.

Task 3 – Traffic Analysis

Amendment 2:

(New Task) Task 3f. Ash Street/Maple Street Pilot Project

This sub-task includes the implementation and analysis of a traffic calming pilot project on the Ash Street and Maple Street arterial corridors from Francis Avenue to Garland Avenue.

Pilot Project Design

Consultant shall discuss the location of pilot project testing for a 4-5 block stretch between Francis Avenue and Garland Avenue on both Ash Street and Maple Street. Consultant will develop a series of traffic calming solutions to be implemented in the pilot project, with a focus on the following goals:

- Reduce 85th percentile (or better) vehicle speeds to the posted speed limit
- Suitability for quick-build treatments
- Improve pedestrian and bicycle level of traffic stress where possible along Ash Street and Maple Street.

Consultant will then design plan sheets for the pilot project implementation on standard City title block sheets at 1:40 scale to depict the traffic calming measures selected for the pilot project.

Consultant will coordinate with City staff to collect 72-hour intersection turning movement and tube counts within the final pilot project study area for use in the before-after comparison analysis. The task assumes no traffic counts will be acquired by the Consultant team for the pilot project alternatives report.

Consultant will assist City staff in the development of a project cost estimate and specifications.

Pilot Project Analysis

Following implementation of the pilot project traffic calming solutions presented in the pilot project design task, the Consultant shall provide an analysis summarizing the results of the pilot project.

This report will include:

- Comparison of before and after speed data
- Traffic volume changes
- Collision data (if applicable)
- Pedestrian and bike activity observations
- Maintenance of pilot project traffic control devices
- Community input received during the pilot project period

New 72-hour turning movement and tube counts within the pilot project study area will be collected one month after construction to determine the effect of countermeasures on the cited goals.

Collision data on the corridor will be provided by the City from the WSDOT collision database and will be compiled and summarized in the alternatives report to identify high accident locations and trends.

No future forecasting or operational analysis will be included for the pilot project alternatives report. The goal of the recommendations shall be focused on traffic calming, speed compliance, and safety improvements that are not intended to impact the operational capacity of the corridors.

The Consultant will evaluate the pilot project's performance against the goals established in the pilot project alternatives report and document the effectiveness, observed constraints, and recommended next-step considerations for the implemented traffic-calming treatments.

Assumption(s): CAD concept drawings will not require survey and will be conceptual drawings on Aerial. No microsimulation using VISSIM will be required as part of this task. City will provide one review between the Draft and Final reports.

Budget has been allocated for one, two-hour public meeting for up to two staff members.

Deliverables: Draft and Final Ash and Maple Street Pilot Project Design, Draft and Final Ash and Maple Street Pilot Project Analysis Report

Task 4 – Concept Design

Amendment 2:

(New Task) Task 4c. 2026 Traffic Calming Master Plan Amendment

Consultant will complete up to 30 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2026.

Consultant will review all relevant planning documents and available data provided by the City to inform the historical and future context of the neighborhood concerns. This will include a review of relevant neighborhood plans and citizen requests. Consultant will coordinate any new data collection required with City staff and look for efficiencies with the Streets Department annual traffic counting program.

Consultant will complete an evaluation of each traffic concern provided by the City. Consultant will apply the appropriate traffic analysis tool(s) to support and justify the recommended traffic improvement detailed in the concept design. This analysis may include the following:

- Stop/Yield Control Sign Evaluation
- Sight Distance Evaluation
- Collision Analysis for patterns/trends
- Lighting Analysis
- NCHRP 562 Crosswalk Treatment Evaluation
- Traffic Signal Timing Improvements
- Traffic Signal Warrant Analysis

Consultant will include the following items as part of the Draft 2026 Traffic Calming Master Plan Amendment:

- Draft traffic analysis cut sheets for each project identified will be supplied as supporting documentation with the draft concept designs.
- Draft concept designs will be created using aerial photography provided by the City. Development of the concept designs will include a field check of the draft concept for fatal flaws or considerations not

captured in the aerial imagery. Designs will be in accordance with City and State standard drawings with design exceptions noted.

- Draft concept cost estimates will be developed for each concept design. Estimates will be provided to the City at the same time as the draft concept designs. Cost estimates will be provided in cut sheet format with a breakdown of the costs. Estimates will be based upon a hybrid approach between recent bid tabulations and direct cost data from manufacturers/contractors. Additional estimation for right-of-way, preliminary engineering, and construction engineering will be included. Where options exist within the estimate for various material assumptions, these will be outlined and cost saving opportunities will be identified for discussion (e.g. asphalt vs concrete or steel vs aluminum).

After City review of the Draft 2026 Traffic Calming Master Plan Amendment, Consultant will include the following items in the Final 2026 Traffic Calming Master Plan Amendment:

- Traffic cut sheets will be revised as needed. Final cut sheets will be included as supporting documentation for the finalized concept solutions and summarized in the Summary Report.
- Concept designs will be edited and refined as needed. Concept designs not initially drafted in AutoCAD will be converted to CAD linework over aerial imagery following City drafting standards and symbology. A final scaled plan sheet will be developed for each project. The final plan sheets and associated AutoCAD files will be packaged in the final data transfer to the City following amending of the Summary Report.
- Concept cost estimates will be updated to reflect changes or additions resulting from project team or City staff feedback.
- Summary Report will be amended with the additional traffic calming locations included.

Assumptions:

- City will manage the curation of new traffic calming location requests and review them before providing locations to Consultant.
- One (1) speed/volume standard tube count is assumed at each project location (30 project locations Citywide).
- Consultant is responsible for any traffic data collection needed.
- No microsimulation using SimTraffic or VISSIM will be required.
- No travel demand modeling or future forecasting will be required.
- No topographic or boundary survey will be required for the development of concept designs.
- One, 30-minute field visit is anticipated for each project location (30 projects Citywide).
- One (1) concept design plan sheet at 1"=50' scale is assumed for each location identified. During the draft stage of this task additional hours have been allocated to account for two possible alternative concepts at some locations.
- City will provide one review between Draft and Final Stages.

Deliverables: Draft and Final 2026 Traffic Calming Master Plan Amendment to include traffic analysis cut sheets, concept drawings, and cost estimate for up to 30 traffic calming locations. Summary Report to be amended after the Final stage to include the additional traffic calming locations.

(New Task) Task 4d: 2027 Traffic Calming Master Plan Amendment

Consultant will complete up to 10 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2027.

Consultant will review all relevant planning documents and available data provided by the City to inform the historical and future context of neighborhood concerns. This will include a review of relevant neighborhood plans

and new citizen requests. Consultant will coordinate any new data collection required with City staff and look for efficiencies with the Streets Department annual traffic counting program.

Consultant will complete an evaluation of each traffic concern provided by the City. Consultant will apply the appropriate traffic analysis tool(s) to support and justify the recommended traffic improvement detailed in the concept design. This analysis may include the following:

- Stop/Yield Control Sign Evaluation
- Sight Distance Evaluation
- Collision Analysis for patterns/trends
- Lighting Analysis
- NCHRP 562 Crosswalk Treatment Evaluation
- Traffic Signal Timing Improvements
- Traffic Signal Warrant Analysis

Consultant will include the following items as part of the Draft 2027 Traffic Calming Master Plan Amendment:

- Draft traffic analysis cut sheets for each project identified will be supplied as supporting documentation with the draft concept designs.
- Draft concept designs will be created using aerial photography provided by the City. Development of the concept designs will include a field check of the draft concept for fatal flaws or considerations not captured in the aerial imagery. Designs will be in accordance with City and State standard drawings with design exceptions noted.
- Draft concept estimates will be developed for each concept design. Estimates will be provided to the City at the same time as the draft concept designs. Cost estimates will be provided in cut sheet format with a breakdown of the costs. Estimates will be based upon a hybrid approach between recent bid tabulations and direct cost data from manufacturers/contractors. Additional estimation for right-of-way, preliminary engineering, and construction engineering will be included. Where options exist within the estimate for various material assumptions, these will be outlined and cost saving opportunities will be identified for discussion (e.g. asphalt vs concrete or steel vs aluminum).

After City review of the Draft 2027 Traffic Calming Master Plan Amendment, Consultant will update the following items for the Final 2027 Traffic Calming Master Plan Amendment:

- Traffic cut sheets will be revised to incorporate City comments as needed. Final cut sheets will be included as supporting documentation for the finalized concept solutions and summarized in the Summary Report.
- Concept designs will be edited and refined as needed. Concept designs not initially drafted in AutoCAD will be converted to CAD linework over aerial imagery following City drafting standards and symbology. A final scaled plan sheet will be developed for each project. The final plan sheets and associated AutoCAD files will be packaged in the final data transfer to the City following amending of the Summary Report.
- Concept estimates will be updated to reflect changes or additions resulting from project team or City staff feedback.
- Summary Report will be amended with the additional traffic calming locations included.

Assumptions:

- City will manage the curation of new traffic calming location requests and review them before providing locations to Consultant.

- One (1) speed/volume standard tube count is assumed at each project location (10 project locations Citywide).
- Consultant is responsible for any traffic data collection needed.
- No microsimulation using SimTraffic or VISSIM will be required.
- No travel demand modeling or future forecasting will be required.
- No topographic or boundary survey will be required for the development of concept designs.
- One, 30-minute field visit is anticipated for each project location (30 projects Citywide).
- One (1) concept design plan sheet at 1"=50' scale is assumed for each location identified. During the draft stage of this task additional hours have been allocated to account for two possible alternative concepts at some locations.
- City will provide one review between Draft and Final Stages.

Deliverables: Draft and Final 2027 Traffic Calming Master Plan Amendment to include traffic analysis cut sheets, concept drawings, and cost estimate for up to 10 traffic calming locations. Summary Report to be amended after the Final stage to include the additional traffic calming locations.

Task 5 – Cost Estimates

Amendment 2: No changes at this time.

Task 6 – Summary Report

Amendment 2: No changes at this time.



Project: Citywide Traffic Calming Master Plan

Client: City of Spokane

Project or Contract #: 2038.15173.01

2/9/2026

Prepared By:

D. Vernon

Reviewed By:

A. Miles

Summary

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
Project Management	1 Project Management	36	\$ 6,612.00	\$ -	\$ -	\$ 6,612.00
	2 Check-In Meetings	-	\$ -	\$ -	\$ -	\$ -
	3 Quality Control	-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	36	\$ 6,612.00	\$ -	\$ -	\$ 6,612.00
Neighborhood Workshops	1 Workshop Preparation	-	\$ -	\$ -	\$ -	\$ -
	2 Issues Workshops	-	\$ -	\$ -	\$ -	\$ -
	3 Concept Solutions Workshops	-	\$ -	\$ -	\$ -	\$ -
	4 Traffic Calming Cycle 10 Workshops	-	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -	
Traffic Analysis	1 Background Documentation/Data Collection	-	\$ -	\$ -	\$ -	\$ -
	2 Traffic Analysis	-	\$ -	\$ -	\$ -	\$ -
	3 Altamont Boulevard Sub-Area Traffic Study	-	\$ -	\$ -	\$ -	\$ -
	4 18th Avenue Greenway Study	-	\$ -	\$ -	\$ -	\$ -
	5 Indian Trail Road Corridor Study	-	\$ -	\$ -	\$ -	\$ -
	6 Ash Street/Maple Street Pilot Project	448	\$ 73,096.00	\$ -	\$ -	\$ 73,096.00
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	448	\$ 73,096.00	\$ -	\$ -	\$ 73,096.00	
Concept Design	1 Draft Concept Design (10%)	-	\$ -	\$ -	\$ -	\$ -
	2 Final Concept Design (30%)	-	\$ -	\$ -	\$ -	\$ -
	3 2026 Traffic Calming Master Plan Amendment	712	\$ 109,258.00	\$ 9,360.00	\$ -	\$ 118,618.00
	4 2027 Traffic Calming Master Plan Amendment	244	\$ 37,392.00	\$ 3,120.00	\$ -	\$ 40,512.00
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	956	\$ 146,650.00	\$ 12,480.00	\$ -	\$ 159,130.00	
Concept Estimates	1 Draft Concept Estimates (10%)	-	\$ -	\$ -	\$ -	\$ -
	2 Final Concept Estimates (30%)	-	\$ -	\$ -	\$ -	\$ -
	3 Concept Design Value Engineering	-	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -	
Summary Report	1 Summary Report	-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -
TOTAL		1440	\$ 226,358.00	\$ 12,480.00	\$ -	\$ 238,838.00



Citywide Traffic Calming Master Plan

Client: City of Spokane

Project or Contract #: 2038.15173.01

2/9/2026

Prepared By:

D. Vernon

Reviewed By:

A. Miles

Labor

Phase Name	Task	Project Manager VI	Traffic (Engineer VI)	Traffic (Engineer III)	Civil Engineer (Engineer X)	Civil (Engineer VII)	Civil (Engineer IV)	Civil (Engineer II)	Civil (Engineer II)	Civil (Engineer I)	Traffic (Engineer I)	GIS Specialist	Graphics Designer	Project Manager VI	Labor Subtotal	
		A. Miles	S. Patterson	C. Denning			K. Eagle		D. Vernon	A. Eoff	A. Roback	T. Jameson	L. Drake		Hours	Cost
		\$ 247/hour	\$ 226/hour	\$ 179/hour	\$ 294/hour	\$ 247/hour	\$ 200/hour	\$ 152/hour	\$ 152/hour	\$ 142/hour	\$ 142/hour	\$ 152/hour	\$ 158/hour	\$ 247/hour		
Project Management	1	Project Management	12						24						36	\$ 6,612.00
	2	Check-In Meetings													-	\$ -
	3	Quality Control													-	\$ -
		Subtotal	12	-	-	-	-	-	24	-	-	-	-	-	36	\$ 6,612.00
Neighborhood Workshops	1	Workshop Preparation													-	\$ -
	2	Issues Workshops													-	\$ -
	3	Concept Solutions Workshops													-	\$ -
	4	Traffic Calming Cycle 10 Workshops													-	\$ -
	Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Traffic Analysis	1	Background Documentation/Data Collection													-	\$ -
	2	Traffic Analysis													-	\$ -
	3	Altamont Boulevard Sub-Area Traffic Study													-	\$ -
	4	18th Avenue Greenway Study													-	\$ -
	5	Indian Trail Road Corridor Study													-	\$ -
	6	Ash Street/Maple Street Pilot Project	32	8	120			8			240	16	24		448	\$ 73,096.00
	Subtotal	32	8	120	-	-	8	-	-	240	16	24	-	448	\$ 73,096.00	
Concept Design	1	Draft Concept Design (10%)													-	\$ -
	2	Final Concept Design (30%)													-	\$ -
	3	2026 Traffic Calming Master Plan Amendment	40		50			16		92	348	150	16		712	\$ 109,258.00
	4	2027 Traffic Calming Master Plan Amendment	12		16			8		30	120	50	8		244	\$ 37,392.00
	Subtotal	52	-	66	-	-	24	-	122	468	200	24	-	956	\$ 146,650.00	
Concept Estimates	1	Draft Concept Estimates (10%)													-	\$ -
	2	Final Concept Estimates (30%)													-	\$ -
	3	Concept Design Value Engineering													-	\$ -
	Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Summary Report	1	Summary Report													-	\$ -
		Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
LABOR HOUR TOTAL		96	8	186	-	-	32	-	146	468	440	16	48	-	1440	
LABOR COST TOTAL		\$ 23,712.00	\$ 1,808.00	\$ 33,294.00	\$ -	\$ -	\$ 6,400.00	\$ -	\$ 22,192.00	\$ 66,456.00	\$ 62,480.00	\$ 2,432.00	\$ 7,584.00	\$ -	\$ -	\$ 226,358.00



Expenses		Citywide Traffic Calming Master Plan										Prepared By:		
		Client: City of Spokane										D. Vernon		
		Project or Contract #: 2038.15173.01										Reviewed By:		
		2/9/2026										A. Miles		
Phase Name	Task	Travel, Mileage, & Misc. Subtotal									Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up	
		Per Diem WA		Lodging WA		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Flights	*Other Expenses				
		\$74/day	Total Cost	\$114/night	Total Cost	Autos \$ 1.00	Total Cost							Cost
Project Management	1	Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2	Check-in Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3	Quality Control		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	Subtotal			-	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -
Neighborhood Workshops	1	Workshop Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2	Issues Workshops		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3	Concept Solutions Workshops		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	4	Traffic Calming Cycle 10 Workshops	17		\$ -		\$ -		\$ -	\$ -		\$ -	0%	\$ -
Subtotal			17	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -	
Traffic Analysis	1	Background Documentation/Data Collection		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2	Traffic Analysis		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3	Altamont Boulevard Sub-Area Traffic Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	4	18th Avenue Greenway Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	5	Indian Trail Road Corridor Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	6	Ash Street/Maple Street Pilot Project		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
Subtotal			-	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -	
Concept Design	1	Draft Concept Design (10%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2	Final Concept Design (30%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3	2026 Traffic Calming Master Plan Amendment		\$ -		\$ -		\$ -	\$ -		\$ 9,000.00	\$ 9,000.00	4%	\$ 9,360.00
	4	2027 Traffic Calming Master Plan Amendment		\$ -		\$ -		\$ -	\$ -		\$ 3,000.00	\$ 3,000.00	4%	\$ 3,120.00
Subtotal			-	\$ -		\$ -		\$ -	\$ -		\$ 12,000.00	\$ 12,000.00		\$ 12,480.00
Concept Estimates	1	Draft Concept Estimates (10%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2	Final Concept Estimates (30%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
Subtotal			-	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -	
Summary Report	1	Summary Report		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	Subtotal			-	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -
EXPENSES TOTAL			17	\$ -		\$ -		\$ -	\$ -		\$ 12,000.00	\$ 12,000.00		\$ 12,480.00

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/19/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/11/2026

Clerk's File #

ORD C36847

Cross Ref #**Project #****Council Meeting Date:** 03/09/2026**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM 6383

Requisition #**Contact E-Mail**

AADAM@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE SDIXIT

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – FEBRUARY 2026

Agenda Wording

The Human Resources department conducted an internal and external salary analysis of the on attached job classifications due to a change in duties and job responsibilities

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the attached job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted. This SBO is not authorizing/budgeting additional Full-Time Equivalent (FTE). It only serves to establish the classification(s).

What impacts would the proposal have on historically excluded communities?

Ensures compensation equity.

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?

Ensures compensation equity.

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

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

Ensure Compensation Equity

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
SPNs without a former range, indeterminable.	
Amount	
Select	\$
Budget Account	
Select	#
Funding Source Recurring	
Funding Source Type Taxes	
Is this funding source sustainable for future years, months, etc?	
This position will be funded by Public Safety Answering Point (PSAP) revenues, specifically an allocation of the County's existing 911 Excise Taxes and Emergency Communications taxes.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	ADAM, ALLISON
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	

Council Briefing Paper Urban Experience Committee

Committee Date	February 19 th , 2026																					
Submitting Department	Human Resources																					
Contact Name	Allison Adam, Director of HR																					
Contact Email & Phone	aadam@spokanecity.org ; 625-6383																					
Council Sponsor(s)	<u>Council Member Zappone and Council Member Dixit</u>																					
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10 min																					
Agenda Item Name	Special Budget Ordinance – HR Range Change – February 2026																					
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																					
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<div style="border: 1px solid black; padding: 5px;"> <p>The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 12.5%;">Union</th> <th style="width: 12.5%;">SPN/ Job Code</th> <th style="width: 25%;">Title</th> <th style="width: 12.5%;">From Grade</th> <th style="width: 12.5%;">To Grade</th> <th style="width: 12.5%;">Former Range</th> <th style="width: 12.5%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7">Department Director Request</td> </tr> <tr> <td>M&P-A</td> <td>709</td> <td>Spokane United 911 Network Operations Manager</td> <td>---</td> <td>A01-51</td> <td>---</td> <td>\$ 94,544.64- \$132,608.88</td> </tr> </tbody> </table> </div>	Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range	Department Director Request							M&P-A	709	Spokane United 911 Network Operations Manager	---	A01-51	---	\$ 94,544.64- \$132,608.88
Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range																
Department Director Request																						
M&P-A	709	Spokane United 911 Network Operations Manager	---	A01-51	---	\$ 94,544.64- \$132,608.88																
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>For SPNs without a former range, indeterminable.</u></p> <p> Current year cost: For SPNs without a former range, indeterminable.</p> <p> Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy</p>																						

savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made this year, but personnel expenses will change in the effected funds.
- What operational changes will occur because of this adjustment?
No operational changes.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

Ensure compensation equity

ORDINANCE NO C36847

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Spokane United 911 Network Operations Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	709	Spokane United 911 Network Operations Manager	---	A01-51	---	\$94,545-\$132,609

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

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

2/4/2026

Clerk's File #

RES 2026-0014

Cross Ref #

OPR 2022-0345

Project #**Council Meeting Date:** 03/09/2026**Submitting Dept**

TRANSPORTATION &

Bid #**Contact Name/Phone**

JON SNYDER 6779

Requisition #**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

YES

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

EXPANDING THE SCOPE OF THE DOWL CONSULTING SERVICES CONTRACT

Agenda Wording

A resolution supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract.

Summary (Background)

This resolution approves the use of revenues in the Safe Streets for All Fund, and supports an amendment to the DOWL Consulting Services contract include 3 new tasks: - Ash Street/Maple Street Corridor Study: July 2026 - 2026 Traffic Calming Master Plan Amendment: July 2026 - 2027 Traffic Calming Master Plan Amendment: July 2027

What impacts would the proposal have on historically excluded communities?

The Spokane Safe Streets for All Fund includes funds from automated traffic safety camera infractions. The Safe Streets for All Fund is used to pay for operational expenses directly related to the automated traffic safety camera program as are approved by the City Council by resolution or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63 including: - Roadway infrastructure improvements with a demonstrable connection to safe systems improvements; - Operational expenses with a demonstrable connection to pedestrian and bicycle safety; Sidewalk repair and

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

The Transportation Commission issues an annual report on the state of transportation in the city of Spokane. This report includes the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies.

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

See above

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

Spokane Safe Streets for All Fund - SMC 07.08.148

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$238,838
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This authorizes an amendment of the Dowl Consulting Contract to expand the scope of an existing contract for the scoping of traffic calming projects. Council authorized \$75,000 for the Maple-Ash study. The additional project evaluation is \$163,838.	
Amount	Budget Account
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Safe Streets for All Fund	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
This is a one-time cost of \$163,838 for a contract amendment to expand the scope of an existing contract for the scoping of traffic calming projects.	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	GBYRD
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	GBYRD
Distribution List	
Inga Note	nzollinger@spokanecity.org
publicworksaccounting@spokanecity.org	

RESOLUTION 2026 – 0014

A resolution supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract.

WHEREAS, the City of Spokane maintains a special revenue fund under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund”; and

WHEREAS, Section 07.08.148 of the Spokane Municipal Code outlines the permissible uses of revenues in the “Safe Streets For All” Fund”;

WHEREAS, the City Council historically has adopted resolutions regarding appropriations from the Safe Streets for All Fund; and

WHEREAS, the City Council adopted Resolution 2025-0114, approving year 2027 applications and adaptive projects to be paid from the Spokane Safe Streets for All Fund; and

WHEREAS, the City Council seeks to add capacity to the scope of the existing consultant contract for potential projects for traffic calming cycles 15 and 16 for potential construction in 2028 and 2029; and

WHEREAS, this additional work will be incorporated into a large list of projects for consideration by the Transportation Commission starting in September of this year, and is expected to include projects suggested by Spokane residents submitting traffic concerns to the 311 platform between now and March 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED that consistent with its prior resolutions, the City Council approves the use of revenues in the Safe Streets for All Fund, and supports an amendment to the DOWL Consulting Services contract include 3 new tasks:

- Ash Street/Maple Street Corridor Speed Control Pilot: July 2026;
- 2026 Traffic Calming Master Plan Amendment: July 2026; and
- 2027 Traffic Calming Master Plan Amendment: July 2027

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/9/2026

Clerk's File #

RES 2026-0016

Cross Ref #

ORD C36801

Project #**Council Meeting Date:** 03/09/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

YES

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

COMMERCIAL PARKING TAX PROPOSED PUBLIC RULE

Agenda Wording

A resolution approving a Commercial Parking Tax Public Rule.

Summary (Background)

This resolution approves the attached public rule effective April 1, 2026.

What impacts would the proposal have on historically excluded communities?

N/A

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

The proposed public rule is subject to the review and public comment process established in SMC 03.14.030. Individuals

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

The proposed public rule is subject to the review and public comment process established in SMC 03.14.030.

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 proposed public rule implements Ordinance C366801 (local option commercial parking tax).

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	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	jsnyder@spokanecity.org
nzollinger@spokanecity.org	jray@spokanecity.org
rrobertson@spokanecity.org	

RESOLUTION 2026 – 0016

A resolution approving a Commercial Parking Tax Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36801, which established a local option commercial parking tax effective on April 1, 2026; and

WHEREAS, the City seeks to publish a public rule implementing the tax, its authorized exemptions, and the Efficient Land Use Program; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule effective April 1, 2026.

ADOPTED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND PROCEDURE	RULE xxxz - LGL XXXX
TITLE CITY OF SPOKANE COMMERCIAL PARKING TAX EFFECTIVE DATE April 1, 2026	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this public rule is to supplement Ordinance C36801, relating to the adoption of a local option commercial parking tax.

Pursuant to RCW 82.80.030(2) and effective April 1, 2026, a local option transportation tax is imposed for the act of parking a motor vehicle in a facility operated by a commercial parking business within the city of Spokane.

Collected commercial parking taxes are held in trust and remitted monthly by the commercial parking business to the City of Spokane, accompanied by tax forms provided by the Office of Taxes and Licenses.

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 applies to all persons meeting the definition of a commercial parking business as described in Ordinance C36801 (SMC 08.22) and guides the administration of the local option commercial parking tax by the Transportation and Sustainability, Finance and Administration, and the Community and Economic Development Divisions.

3.0 REFERENCES

- Ordinance C36801 (SMC 08.22)
- RCW 82.04.050
- RCW 82.80.030

4.0 DEFINITIONS

The relevant definitions for this public rule can be found in Ordinance C36801 (SMC 08.22).

5.0 POLICY

- 5.1 Any receipt or ticket that is issued to the customer must show the tax broken out from the parking fee so that the person parking the vehicle knows the amount of the tax to be paid. The tax broken out on the receipt or ticket may be combined with the retail sales tax.
- 5.2 Pursuant to RCW 82.80.030(2)(f), tax-exempt carpools, vehicles with a disabled parking placard, and government vehicles are exempt from the City of Spokane local option commercial parking tax. It is the responsibility of the commercial parking business to ensure compliance with any tax exemptions provided under Washington state law.
- 5.3 The City of Spokane's local option commercial parking tax also exempts long-term parking of thirty days or longer (residential, student, and employee) in alignment with the guidance provided by the Department of Revenue Excise Tax Advisory 3030.2009 regarding Parking Fees as Income from Rental of Real Estate. Under Department of Revenue Excise Tax Advisory 3030.2009, when a commercial parking business rents designated parking stalls for thirty-day periods and the customers park their own cars and have the right of exclusive use of designated parking stalls, the parking fees are from the rental of real estate and not subject to retail sales tax. Income from such rentals is exempt from Washington's retailing business and occupation tax. The person renting the designated parking stalls for thirty-day periods or more is also not subject to the City of Spokane local option commercial parking tax. It is the responsibility of the commercial parking business to ensure compliance with Washington state law and the tax exemptions provided under the City of Spokane local option commercial parking tax.
- 5.4 Customers parking at Spokane Transit Authority Parking and Rides, including holders of a Shuttle Park pass, are exempt from the City of Spokane local option commercial parking tax.
- 5.5 The City's local option commercial parking tax does not apply to the City of Spokane's on-street parking system that is controlled, regulated, and inspected by the City of Spokane's Parking Services Department.
- 5.6 Persons leasing parking stalls that do not charge a parking fee are not subject to the City of Spokane local option commercial parking tax.

- 5.7 A commercial parking lot meeting any of the following criteria, as determined by the City, may be eligible for an Efficient Land Use Credit equivalent to one-half (½) of the commercial parking tax rate imposed:
- 5.7.1 A commercial parking lot with two or more floors of commercial parking, such as a multi-story covered parking garage;
- 5.7.2 A commercial parking lot below ground-level; or
- 5.7.3 A commercial parking lot with a counter-complete building permit for residential or commercial development as verified by the City's Development Services Department.

6.0 PROCEDURE

- 6.1 The amount of the commercial parking tax shall be equal to the parking fee multiplied by the commercial parking tax rate. The measure of the parking tax is the parking fee paid or due and does not include any retail sales tax, fines, or additional services included with the charge for the privilege of parking that might be due in addition to the parking fee.
- 6.2 A commercial parking business will register each commercial parking lot with the City of Spokane on a form provided by the Office of Taxes and Licenses. The form must be submitted to the City at commercialparking@spokanecity.org. This form must be updated within 30 days of a change in Efficient Land Use Credit status, property owner/taxpayer, or number of total parking stalls.
- 6.3 The commercial parking business must report every tax period to the Office of Taxes and Licenses the following for each lot:
- The total number of individual commercial parking transactions;
 - The total gross receipts of commercial parking fees collected at the commercial parking tax rate imposed (12%) and total tax payable to the City of Spokane;
 - The total gross receipts of commercial parking fees collected at a commercial lot with an Efficient Land Use Credit (6%) and total tax payable to the City of Spokane; and
 - The total gross receipts of commercial parking fees exempt from the City of Spokane's local option commercial parking tax.
- 6.4 All questions regarding the local option commercial tax must be submitted in writing to commercialparking@spokanecity.org.

7.0 RESPONSIBILITIES

- 7.1 The Finance and Administration Division, through the Office of Taxes and Licenses, is responsible for administering and collecting the local option commercial parking tax. The Chief Financial Officer or their designee is responsible for the final opinion and determination of any questions arising from the collection of the tax.
- 7.2 The Transportation and Sustainability Division are responsible for reviewing and determining Efficient Land Use Credit eligibility.

8.0 APPENDICES

- 8.1 Ordinance C366801

APPROVED BY:

City Attorney

Chief Financial Officer

Director of Transportation and Sustainability

Director of Community and Economic Development

City Administrator

Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/09/2026

Date Rec'd		2/10/2026	
Clerk's File #		RES 2026-0017	
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	Bid #	
Contact Name/Phone	LYNDEN 6283	Requisition #	PAID THRU
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	SETTLEMENT RESOLUTION - SIERRA ATHOS		

Agenda Wording

Resolution approving settlement of claims made by Sierra Athos in the amount of \$425,000.00.

Summary (Background)

A claim for damages was filed with the City of Spokane by Sierra Athos (Claimant) on October 3, 2025, arising out of an incident on or about April 27, 2023, in the City of Spokane. Ms. Athos sustained injury in joint training with Spokane County Sheriff's Office. This settlement will resolve any claims against 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?		YES	
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 425,000.00	# Risk - Claims	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	PICCOLO, MIKE	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mpiccolo@spokanecity.org		lsmithson@spokanecity.org	
ddaniels@spokanecity.org		Zach.Ray@us.davies-group.com	
fspring@spokanecity.org		fspring@spokanecity.org	
sdhansen@spokanecity.org		ddaniels@spokanecity.org	
mdean@spokanecith.org			

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Sierra Athos (“Claimant”) on October 3, 2025, arising out of an incident on or about April 27, 2023, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00), to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

ADOPTED the City Council this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Consent**Date Rec'd**

2/10/2026

Clerk's File #

RES 2026-0018

Cross Ref #

OPR 2026-0170

Project #**Council Meeting Date:** 03/09/2026**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**

SOLE SOURCE RESOLUTION & CONTRACT BETWEEN PUBLIC WORKS, PARKS,

Agenda Wording

The Public Works and the Parks Divisions are seeking approval for a sole source resolution and a three (3) year contract to provide cleanup of litter in Spokane River and Shoreline Adjacent to City of Spokane Parks and Public Works Facilities. The contract is not to exceed \$85,000.00 per year and funding is split between the Divisions.

Summary (Background)

The Spokane Riverkeeper is committed to the health and protection of the Spokane River through community engagement, advocacy, and action. The River Clean Up Program mobilizes volunteers and partners to remove litter and debris from the riverbanks and waters, preserving habitat, improving water quality, fostering civic pride. Approximately 90% of the garbage they remove is from the City of Spokane. Tactical: Clean Up Litter - Remove waste from the river and adjacent areas - Engage at least community volunteers through structured clean-up events. Strategic: Reduce the inflow of litter - Increase public awareness of watershed stewardship - Provide educational materials and hands-on experiences to local schools and organizations

What impacts would the proposal have on historically excluded communities?

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

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

The Spokane Riverkeeper will track and report on types and quantities of debris collected. They will also share outcomes via digital reports and local media; and partner with City of Spokane Code Enforcement to remove bagged garbage. Additionally, the Spokane Riverkeeper will provide the City with volunteer data and environmental outcomes.

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 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.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 77,800.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
The resolution call for spending \$77,800 in 2026 with 50% split costs evenly between the Parks and Public Works divisions.	
Amount	
Budget Account	
Expense \$ 38,900.00	# 4330-43354-35148-54201-99999
Expense \$ 38,900.00	# 1400-54500-76820-54201-99999
Select \$	#
Funding Source One-Time	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
<u>Dept Head</u>	GENNETT, RAYLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE
Distribution List	
mfeist@spokanecity.org	cavertyt@spokanecity.org
eschoedel@spokanecity.org	gjones@spokanecity.org
mmarroquin@spokancity.org	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring SPOKANE RIVERKEEPER (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract to Organize and lead cleanup events to remove waste from the Spokane River and Shoreline adjacent to City of Spokane Public Works and Parks properties for a five (5) year period – approximately \$100,000.00 annually without public bidding.

WHEREAS, Cleanup data shall be reported to the City at the conclusion of each year.; and

WHEREAS, Spokane Riverkeeper will perform, as requested, dangerous area litter cleanups that require the use of special equipment such as rafts or rappelling. Examples include Huntington Park and area below Monroe Street bridge; and

WHEREAS, Spokane Riverkeeper is the only known entity that has the needed equipment and experience to access these dangerous areas for cleanup. Specific examples include experience navigating white water rapids and rappelling steep slopes. Their access to 1,500 volunteers for these cleanup events is also the only known entity in the area that can provide this resource; and

WHEREAS, the estimated annual expenditure for Spokane Riverkeeper exceeds public bid limit of \$50,000 for services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Organization and lead on cleanup events to remove waste from the Spokane River and Shoreline adjacent to City of Spokane Public Works and Parks properties a sole-source through Spokane Riverkeeper.; and

BE IT FURTHER RESOLVED that the City Council authorizes a 3 year base period with one (1) two year renewal for Organization and lead on cleanup events to remove waste from the Spokane River and Shoreline adjacent to the City of Spokane Public Works and Parks properties – not to exceed \$100,000 annually, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **SPOKANE RIVERKEEPER RIVER
CLEAN UP PROGRAM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SPOKANE RIVERKEEPER**, whose address is 35 West Main Avenue, Suite 308, Spokane, Washington 99201, as (“Organization”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide Cleanup of Litter in the Spokane River and Shoreline Adjacent to City of Spokane Parks and Public Works Facilities, in accordance with the Statement of Work dated January 21, 2026; and

WHEREAS, the Organization was selected as a Sole Source.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins upon signature by both parties and shall run for three (3) years from the date of signature, unless amended by written agreement or terminated earlier under the provisions. This Agreement can be renewed for one (1) additional two (2) year renewal term, subject to mutual agreement, with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Statement of Work: Spokane Riverkeeper River Clean Up Program Proposal dated January 21, 2026, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Organization's services under this Agreement shall not exceed **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)** plus tax if applicable in a calendar year. Total compensation will increase in subsequent years by the prior year's annual average of the U.S. Bureau of Labor Statistics West Coast B/C Consumer Price Index for Urban Wage Earners and Clerical Workers., unless modified by a written amendment to this Agreement.

The following table splits costs evenly between the Parks and Wastewater Departments.

Service	Total	Parks (50%)	Wastewater (50%)
Base Services	\$75,800 annual	\$37,900	\$37,900
Dangerous Area Cleanup	\$2,000 @ \$1,000/cleanup	\$1,000	\$1,000
Total	\$77,800	\$38,900	\$38,900

The Organization shall submit its applications for payment to Wastewater Maintenance, 909 East Sprague Avenue, Spokane, Washington 99202 and Parks and Recreation Department, City of Spokane, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Organization's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Organization and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. 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 Organization 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 Organization 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.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

8. INDEMNIFICATION.

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

9. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Organization or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Organization 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 Organization'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 Organization shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. KEY PERSONS.

The Organization shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Organization 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 Organization's employment, the Organization 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 Organization from its obligations under this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING.

The Organization 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 Organization shall incorporate by reference this Agreement, except as otherwise provided. The Organization shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Organization from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Organization for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Organization's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Organization shall be safeguarded by the Organization. The Organization shall make such data, documents and files available to the City upon the City's request. If the City's use of the Organization's records or data is not related to this project, it shall be without liability or legal exposure to the Organization.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

17. ANTI KICK-BACK.

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

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Organization, 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 Organization shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Organization after the time the same shall have become due nor payment to the Organization for any portion of the Work shall

constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Organization. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SPOKANE RIVERKEEPER

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 – Organization’s Statement of Work dated January 21, 2026
- Exhibit C – Sole Source Justification Form

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.

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

Statement of Work: Spokane Riverkeeper River Clean Up Program

Submitted to: City of Spokane

Prepared by: Spokane Riverkeeper

Contact: Nathan South, Treasurer, nathan@spokaneriverkeeper.org

Date: 1/21/2025

1. Project Overview

The Spokane Riverkeeper is committed to the health and protection of the Spokane River through community engagement, advocacy, and action. The River Clean Up Program mobilizes volunteers and partners to remove litter and debris from the riverbanks and waters, preserving habitat, improving water quality, and fostering civic pride. Approximately 90% of the trash we remove comes from within the City of Spokane. We seek funding support from the City of Spokane to enhance our impact, ensure program sustainability, and expand our reach. We will commit to working with the City to explore alternative future funding options through grants.

2. Objectives

- Tactical: Clean up litter
 - Remove waste from the river and adjacent areas.
 - Engage at least community volunteers through structured clean-up events.
- Strategic: Reduce the inflow of litter
 - Increase public awareness of watershed stewardship.
 - Provide educational materials and hands-on experiences to local schools and organizations.

3. Scope of Work

Services:

1. Host and lead private and public river clean-up events from March through October.
2. Coordinate with community groups and local businesses to boost participation.
3. Provide safety gear, waste disposal, and volunteer support.
4. Track and report on types and quantities of debris collected.
5. Share outcomes via digital reports and local media.
6. Partner with City of Spokane Code Enforcement to remove bagged trash.

Additional Services:

7. Dangerous Area Cleanup (e.g. Huntington Park, Riverfront Park)

4. Deliverables (see appendix for approximate timing)

Base Services:

1. Remove 40,000+ lbs of waste
2. Organize and lead 1,500+ volunteers
3. Organize and lead four public and ~40 private group river cleanup events
4. Comprehensive report to the City with volunteer data and environmental outcomes
5. Public visibility through social media and local press coverage

Additional Services:

6. Dangerous Area Cleanup (two per year):
 - a. Cleanups of technical areas (e.g. Huntington Park) that require coordination with partner organizations (e.g. Spokane Mountaineers, Bower Climbing Club).

5. Cost

The following table splits costs evenly between the Parks and Public Works Departments.

Service	Total	Parks (50%)	Public Works (50%)
Base Services	\$75,800 annual	\$37,900	\$37,900
Dangerous Area Cleanup	\$2,000 @ \$1,000/cleanup	\$1,000	\$1,000
Total	\$77,800	\$38,900	\$38,900

Appendix

Base Services Deliverables Detail

Deliverable	Timeline	Description
40 private or DIY cleanups	Mar-Nov	Coordinate, equip, and lead group cleanups.
Respond to litter reports	10/year	Respond to litter reports submitted via our online form.
Code Enforcement support	6/year	Raft out trash bagged by Code Enforcement from hard to reach areas.
Public cleanups	Quarterly	Host, coordinate, support public cleanups on Earth Day, Summer Kick off, World Cleanup Day, and Trashoween Costume Cleanup
Patrolling and monitoring	Year Round	Monitor and coordinate cleanups in problem areas, report ongoing issues (e.g. Lime Scooters in the river), abandoned camps and environmentally hazardous areas.
Education and outreach	Year Round	Provide litter education and outreach to the public and students at events and classroom talks.
Reporting	Quarterly	Quarterly reports documenting work and results, includes summary designed for the public. Annual report designed for the public.
Social media	~10/year	Highlight events or short term efforts.
Removal of bagged trash from active camps	Year Round	Remove bagged trash from camps. Empty bags supplied during floats.

Base Services Budget Detail

Expense Category	Description	Annual Cost
Litter Clean Up Staff	On-water clean up, outreach, volunteer and supply coordination, data reporting, communication (additional funding)	\$36,000
Program Management		\$14,850
Summer Internship	Supporting river clean up and general outreach events	\$6,750
Outreach & Educational Materials	Brochures, signage, outreach printing, digital outreach	\$2,250
Transportation		\$1,350
Boat, vehicle & trailer maintenance		\$1,350
Community Engagement Events	Event permits, water/snacks for volunteers, outreach booths, Earth Day and other public clean up events	\$900
Volunteer Supplies & Equipment	Gloves, litter grabbers, safety vests, first-aid kits, bags	\$1,400
Waste Disposal Fees*	Dumping costs,hauling fees	\$2,700
Data Collection & Reporting	Supplies for tracking debris types, water quality monitoring kits	\$1,350
Contingency (10%)		\$6,900
Total		\$75,800

*Note: Remove cost if Code Enforcement is willing to haul/dispose of waste.



STATE OF WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

SPOKANE RIVERKEEPER
STE 308
35 W MAIN AVE
SPOKANE WA 99201

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE NONPROFIT BUSINESS - ACTIVE

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

REGISTERED TRADE NAMES:
SPOKANE RIVERKEEPER

Issue Date: Apr 04, 2025

Unified Business ID #: 604591914

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

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

Director, Department of Revenue

UBI: 604591914 001 0001

SPOKANE RIVERKEEPER
STE 308
35 W MAIN AVE
SPOKANE WA 99201

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE NONPROFIT BUSINESS - ACTIVE

FOLD HERE

STATE OF WASHINGTON

Expires: Mar 31, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/9/2026

Clerk's File #

ORD C36850

Cross Ref #**Project #****Council Meeting Date:** 03/09/2026**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)

ZZAPPONE SDIXIT

Sponsoring at Administrators Request

YES

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

ORDINANCE ENCOURAGING THE ACTIVATION OF PUBLIC SPACES

Agenda Wording

An ordinance encouraging the activation of public spaces; amending Section 08.02.0220; repealing Section 08.02.0235, Chapter 10.28, and Chapter 10.55; and adopting a new Chapter 12.15 of the Spokane Municipal Code.

Summary (Background)

This ordinance consolidates the licensing requirements for street cafes (Streateries), parklets, and sidewalk cafes into a single "Activation of Public Spaces" code chapter. The ordinance waives annual license fees for street cafes (Streateries), parklets, and sidewalk cafes through December 31, 2027. The ordinance makes small regulatory updates to the process for siting street cafes (Streateries), parklets, and sidewalk cafes. Finally, this ordinance authorizes the Development Services Department to establish a license program for expanded alcohol service areas authorized by the Liquor and Cannabis Board. The ordinance establishes a license fee of \$100 for expanded alcohol service, but waives the license fee through December 31, 2027.

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?

N/A

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

The number of licenses issued after the effective date of this ordinance can be tracked to determine if these policy changes supported the creation of new sidewalk cafes and parklets and the number of sidewalk cafes and parklets licenses sustained.

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

Comprehensive Plan Policy DP 4.2 Comprehensive Plan Policy SH 3.8 Comprehensive Plan Policy N 1.1
Downtown Plan Priority Action 1.3 Downtown Plan Priority Action 2.5 Downtown Plan Priority Action PS1.1

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$ 1,230
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This assumes eight renewed sidewalk cafe license issued by the City in 2015 are renewed under the fee waiver. The total annual license fee for a sidewalk cafe is \$150 plus a \$3.75 technology fee. There are no parklets currently permitted by the City.	
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	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
tpalmquist@spokanecity.org	nzollinger@spokanecity.org

ORDINANCE NO. C36850

An ordinance encouraging the activation of public spaces; amending Section 08.02.0220; repealing Section 08.02.0235, Chapter 10.28, and Chapter 10.55; and adopting a new Chapter 12.15 of the Spokane Municipal Code.

WHEREAS, Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to *“Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas”*; and

WHEREAS, Comprehensive Plan Policy SH 3.8 – Community Festivals calls for the City to *“Support celebrations that enhance the community’s identity and sense of place.”*; and

WHEREAS, Comprehensive Plan Policy N 1.1 – Downtown Development calls for the City to *“Develop downtown Spokane as the primary economic and cultural center of the region...”*; and

WHEREAS, Downtown Plan Priority Action 1.3 calls for the City to *“Make sidewalks active and vibrant places through continued efforts to streamline design requirements, and developing new pilot projects in partnership with local businesses downtown”*; and

WHEREAS, Downtown Plan Priority Action 2.5 calls for the City to *“Identify and reduce barriers for cultural events Downtown.”*; and

WHEREAS, Downtown Plan Priority Action PS1.1 calls for the City to *“Strategically program and activate public spaces downtown.”*; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1 . That Section 08.02.0220 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0220 ((~~Sidewalk Cafes~~) Activation of Public Spaces License Fees)

- A. All fees for sidewalk cafes, streateries, and parklets are provided in the Development Fee Schedule, provided there shall be no annual license fee for approved sidewalk cafes, streateries, or parklets as of the effective date of this ordinance through December 31, 2027. The waiving of the annual license fee shall not waive a requirement to obtain a sidewalk café, streatery, parklet license, or waive any terms and conditions required through those licenses.

- B. The application and annual license fee for expanded outdoor alcohol service is one hundred dollars (\$100), provided there shall be no annual license fee for approval of an expanded outdoor alcohol service area through December 31, 2027.
- C. A revenue loss affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in [SMC 16A.04.100](#)). Current Paid Parking Zone rates can be found in [SMC 08.02.083](#).
- D. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

Section 2. That Section 08.02.0235 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 10.28 of the Spokane Municipal Code is hereby repealed.

Section 4. That Chapter 10.55 of the Spokane Municipal Code is hereby repealed.

Section 5. That there is adopted a new Chapter 12.15 to Title 12 of the Spokane Municipal Code to read as follows:

Chapter 12.15	Activation of Public Places
12.15.010	Definitions
12.15.020	Findings
12.15.030	License Required for Sidewalk Cafés, Streateries, or Parklets
12.15.040	License Application – Sidewalk Cafés, Streateries, or Parklets
12.15.050	Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets
12.15.060	Expanded Alcohol Services in Public Spaces

Section 12.15.010 Definitions

Term	Definition
Alcohol Service Area	“Alcohol service area” means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board.

Applicant	“Applicant” means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license.
Parklet	“Parklet” means a small public gathering space, occupying up to two parking stalls or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.
Sidewalk Café	“Sidewalk café” means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property.
Streatery	“Streatery” means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of the nearby restaurant or bar’s food service permits and alcohol licenses.

Section 12.15.020 Findings and Intent

The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This chapter shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

Section 12.15.030 License Required for Sidewalk Cafés, Streateries, or Parklets Required

- A. A license issued by Development Services is required to operate a sidewalk café, streatery, or parklet in the city of Spokane.

- B. The license for sidewalk cafés, streatery, and parklets is an annual license.
- C. The requirements of SMC 7.02.070 and SMC 17G.010.210, obstruction of streets, and obstruction of sidewalks, shall not apply to a sidewalk café, streatery, or parklet validly licensed under this chapter, except as herein provided.

Section 12.15.040 License Application – Sidewalk Cafés, Streateries, or Parklets

- A. An application for a sidewalk café, streatery, or parklet license shall state or include the following:
 - 1. anticipated periods of use during the year, and the proposed hours of daily use, including Saturdays, Sundays, and holidays;
 - 2. whether liquor, as defined in RCW 66.04.010, licensed by the Washington State Liquor and Cannabis Board to be sold or consumed inside the sidewalk café area;
 - 3. maximum occupancy of the applicable business and the number of restroom fixtures available; and
 - 4. dimensioned site plan.
- B. The applicant for a sidewalk café shall be the owner or occupant of the abutting property and operate a licensed restaurant, café, or tavern, or shall have the permission of the owner or occupant, if different, from the operator of the restaurant, café, or tavern.
- C. The applicant for a parklet or streatery shall be the owner or occupant of the property adjacent to the proposed parklet or streatery area or shall have the permission of the owner or occupant, if different, of the property adjacent to the proposed parklet or streatery area.
- D. An applicant for a sidewalk café, streatery, or parklet license shall, prior to issuance of such license, provide and maintain in full force and effect while the license is in effect, public liability insurance in the amount specified by [SMC 12.02.0718](#) to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the parking space(s) and/or sidewalk café area adjacent thereto for parklet, streatery, or street café purposes, naming the City as an additional insured.
- E. At the time of acceptance of the initial application, Development Services shall set a ten-day public comment period in which the public may offer comments on the issuance of the license. The applicant shall be responsible for posting a

notice visible to the public area, such as in a window or on the exterior of the building, for which the license is sought. The notice, prepared by Development Services, shall include the nature of the application, the public right-of-way area to be used, the date of the public comment period, and the contact information to whom comments may be provided.

Section 12.15.050 Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets

- A. The location of the sidewalk café, streatery, or parklet shall not reduce or obstruct pedestrian passage on the sidewalk to less than five (5) feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, and other similar devices and structures, with the exception of less than four (4) feet to the nearest tree well grate. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or the use of any crosswalk, wheelchair ramp, bus stop, or loading zone.
- B. Pavement shall not be broken, no sidewalk surface disturbed, tree wells and tree grates shall be in good and safe condition, and no permanent fixture of any kind shall be installed in or on the sidewalk area in connection with a sidewalk café, streatery, or parklet unless authorized by the sidewalk café, streatery, or parklet license and shall be immediately clear the sidewalk café area when ordered to do so by the City.
- C. The City may include such terms and conditions in the sidewalk café, streatery, or parklet license as may be deemed appropriate, including but not limited to:
 - 1. Restrictions as to the number and placement of tables, chairs, and furniture, as to the hours and dates of use, including signage stating the licensed dates and hours of use. The allowable patron occupancy within the sidewalk café, streatery, or parklet may be limited by the number of restroom fixtures available for the associated café, restaurant, or tavern;
 - 2. A requirement that the area be cleared when not in use as a sidewalk café, streatery, or parklet;
 - 3. A requirement that the applicant clear the sidewalk as may be necessary to accommodate deliveries to abutting or other nearby properties;
 - 4. A requirement that the applicant maintain the parking stalls adjacent to the parklet free of debris and the sidewalk adjacent to the parklet or streatery

free of obstruction for access to adjacent and nearby properties;

5. Regulations for lighting and illumination of the sidewalk café, streatery, or parklet and restrictions upon the placement of furniture or equipment used in connection with the sidewalk café.
 6. A limit on the number of streateries or parklets placed per block face.
- D. A sidewalk café, streatery, or parklet license is non-transferable. Change in ownership and/or use of the business related to the license requires a new license application to be submitted.
- E. The applicant for a sidewalk café, streatery, or parklet license shall sign an indemnity agreement holding the City free and harmless from any and all claims, actions, or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of such sidewalk café or parklet.
- F. A sidewalk café, streatery, or parklet license may be revoked following the procedures provided in SMC 08.01.321.

Section 12.14.060 Expanded Outdoor Alcohol Service

- A. A license issued by Development Services is required to provide expanded outdoor alcohol service authorized under Second Substitute House Bill 1515 in the city of Spokane.
- B. A license for expanded outdoor alcohol service is an annual license.
- C. A detailed schematic/map of the expanded outdoor alcohol service area shall be approved prior to the issuance of a license for an expanded alcohol service area. The detailed map shall show the types of barriers or demarcations that indicate the space authorized for alcohol consumption and all designated entrance and exit points. Any barriers, barricades, or demarcations shall be capable of quick removal to allow entry and passage of emergency vehicles.
- D. In addition to the license required by this section, an expanded outdoor alcohol service area must be approved and authorized by the Washington State Liquor and Cannabis Board.
- E. A person who engages in expanded alcohol service in public spaces without a license shall be guilty of a civil infraction in addition to any penalties set forth by the Washington State Liquor and Cannabis Board.
- F. The expanded outdoor alcohol service program shall sunset on December 31,

2027, unless extended by the Washington State Legislature.

G. The Development Services Center may develop program policies and procedures consistent with this section. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Memorandum

Office of the Mayor

DATE: February 9, 2026

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Zack Zappone, Chair, Urban Experience Committee &
Councilmember Sarah Dixit, Vice Chair, Urban Experience Committee

RE: Activation of Public Spaces Ordinance

Executive Summary – Activation of Public Spaces Ordinance

I. Background:

Sidewalk Cafes and Parklets

Sidewalk cafes, parklets, and streateries are outdoor seating areas that create vibrancy and activity in the public right of way.

Sidewalk cafes are outdoor dining areas with removable tables and chairs. The City began allowing sidewalk cafes in 1980 and currently permits more than a dozen throughout the city.



The Yards - permitted sidewalk cafe

In 2017, the City Council approved Ordinance C35549, allowing the placement of parklets. This ordinance codified a pilot program that ran from 2016 to 2017. Parklets are temporary sidewalk extensions that provide amenities for people using the street by converting a parking space or loading zone to public use.



Ordinance C35549 also authorized streateries, which are similar to parklets. Streateries are operated adjacent to a restaurant or café during operating hours, functioning as an "off" sidewalk café that can extend off the sidewalk into the parking lane. When the restaurant or café is closed, the streaterie operates as a typical parklet.

Although several sidewalk cafes have been permitted, no parklet has been permitted in the City since 2020. Both parklets and sidewalk cafes have significant requirements and costs that potentially deter businesses and property owners from creating a sidewalk café or parklet adjacent to their business or property. For example, to obtain a permit for a sidewalk café, an



applicant must mail a public notice to all property owners, building managers, and street-level tenants of the properties on the street segment that contains the area to be used for the sidewalk café before the City Engineer will even consider the application. Although this provision is an improvement from a required administrative hearing before 2020, this type of notice to abutting property owners is more stringent than most other cities permitting sidewalk cafes. Additionally, the City requires a six-foot pedestrian clearance, which is also higher than in other comparable cities.

City	Sidewalk Café Pedestrian Passage Requirements
<i>Spokane</i>	<i>6 feet</i>
Bend Oregon	5 feet
Boise Idaho	5 feet
Tacoma	5-feet on non-arterial roads and a minimum of 7-feet on arterials
Vancouver Washington	5 feet

This additional foot requirement may unintentionally limit businesses in certain neighborhoods and business districts from hosting a sidewalk café. Finally, the high upfront costs of establishing a parklet, including a \$1,000 refundable bond and parking meter revenue replacement, are likely another deterrent to placing new parklets. Mayor Woodward waived permit fees for sidewalk café during the COVID-19 pandemic through Executive Order 2020-0007, but those fees have since been restored through the City’s development fee schedule.

Sidewalk Café Fees	
Sidewalk Café Annual Fee	\$150.00
Site Modification Review Fee	\$275.00
Initial Review Fee	\$300.00
Parklets and Streateries	
Annual License Fee	\$150.00
Site Modification Review Fee	\$275.00
Initial Review Fee	\$300.00
Refundable Cash Bond	\$1,000.00
2-hour zone per square foot per month	\$3.04
4-hour and all-day zones per square foot per month	\$2.05
Time-restricted fee parking	\$1.05
Device Removal and Replacement Fee - Single Space Meter	\$60.00
Device Removal and Replacement Fee - Dual Space Meter	\$120.00
Device Removal and Replacement Fee - Kiosk	\$500.00

Expanded Indoor and Outdoor Alcohol Service

Second Substitute House Bill 1515 (SHB 1515) allows local governments to request temporary allowances for expanded alcohol services. This legislation, supported by the City of Spokane, provides three new authorizations:

- Expanded Outdoor Alcohol Service in Public Areas;
- Civic Campus Events; and
- Fan Zones

Under the expanded outdoor alcohol service authorization, the City can request authorization from the Washington State Liquor and Cannabis Board for expanded alcohol services in outdoor public spaces for an ongoing period through December 31, 2027.

Under the Civic Campus authorization, Spokane may host expanded alcohol services for up to 25 indoor and outdoor events on publicly owned civic campuses through December 31, 2027.

In January 2025, the Seattle FIFA World Cup 26 Local Organizing Committee (SeattleFWC26) announced Spokane as a location to host a FIFA Fan Zone. Under the Washington State Liquor and Cannabis Board Fan Zone authorization, the City may request expanded indoor and/or outdoor alcohol sales during FIFA World Cup events in June and July 2026.

II. Policy Recommendation:

Proposed Ordinance Table of Contents

- Section 1. Amends SMC Section 08.02.0220 (Sidewalks Café)
- Section 2: Repeals SMC Section 08.02.0235 (Parklets and Streateries)
- Section 3. Repeals SMC Chapter 10.28 (Sidewalk Cafes)
- Section 4. Repeals SMC Chapter 10.55 (Parklets and Streateries)
- Section 5. New SMC Chapter 12.15 (Activation of Public Spaces)
- Section 6. Severability
- Section 7. Clerical Errors

Section 1. Amends SMC Section 08.02.0220 (Sidewalk Cafes)



- Amends this code section to consolidate permit and license fees for parklets, streateries, sidewalk cafes, and expanded outdoor alcohol service into one code section.
- This proposed ordinance waives the annual license fee (\$150) for sidewalk cafes, parklets, and streateries through December 31, 2027. The owner of the parklet, sidewalk café, or streatory must still obtain the annual license and pay any other fees required for the license.
- This section establishes an annual license fee for expanded outdoor alcohol service of \$100, but waives the annual license fee through December 31, 2027.

Section 2. Repeals SMC Section 08.02.0235 (Parklets and Streateries)

- Repeals this code section because of the consolidation of permit and license fees for parklets, streateries, sidewalk cafes, and expanded alcohol service into SMC Section 08.02.0220.

Section 3. Repeals SMC Chapter 10.28 (Sidewalk Cafe)

- Repeals this code chapter because of the consolidation of code requirements related to parklets, streateries, sidewalk cafes, and expanded alcohol service in the new SMC Chapter 12.15 – Activation of Public Spaces.

Section 4. Repeals SMC Chapter 10.55 (Parklets and Streateries)

- Repeals this code chapter because of the consolidation of code requirements related to parklets, streateries, sidewalk cafes, and expanded alcohol service in the new SMC Chapter 12.15 – Activation of Public Spaces.

Section 19. New Chapter 12.15 – Activation of Public Spaces

New SMC Section 12.05.010 (Definitions)

- This consolidates the definitions from SMC 10.55 – Parklets and Streateries into a single definitions section within a table for clarity.

New SMC Section 12.05.020 (Findings and Intent)

- This section creates basic findings and intent language, supplementing the ordinance’s recitals, citing the City’s guiding plans and documents. The core of the intent is that the Activation of Public Spaces code chapter should be construed in favor of the activation of public spaces through its licensing and permitting processes.

New SMC Section 12.05.030 (License Required for Sidewalk Cafés, Streateries, or Parklets)

- This section establishes that a license for the operation of a sidewalk café, streatory, or parklet is an annual license issued by the Development Services Center, outside of the street and/or sidewalk obstruction for construction purposes.

New SMC Section 12.05.040 (License Application – Sidewalk Cafés, Streateries, or Parklets)

- This section creates the application requirements for the sidewalk café, streatory, or parklet.
- The most significant change from the previous sidewalk café, streatory, and parklet regulations is that the notice requirement is changed from a minimum ten-day period to a maximum ten-day comment period that requires the posting of the notice on a visible public area instead of mailing a notice to each property owner, tenant, and building manager as is currently required.

New SMC Section 12.05.050 (Terms and Conditions – Sidewalk Cafés, Streateries, and Parklets)

- This section provides general terms and conditions for licensing sidewalk cafes, streateries, and parklets.
- The most significant change from the previous sidewalk café, streatory, and parklet regulations is a reduction of the required pedestrian passage from six feet to five feet to match other peer cities. This language update still allows the City the flexibility to require the conditions necessary to comply with the Americans with Disabilities Act and maintain safe pedestrian passage.

New SMC Section 12.05.060 (Expanded Outdoor Alcohol Service)

- This section creates a simple licensing structure for expanded outdoor alcohol service.
- This section authorizes the Development Services Department to create policies and procedures for expanded outdoor alcohol service provided through House Bill 1515.

Section 6. Severability

- Standard severability language

Section 7. Clerical Errors

- Standard clerical errors language.

III. Guiding Plans and Documents

Comprehensive Plan Policy DP 4.2 – Street Life calls for the City to “*Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas.*”



Comprehensive Plan Policy SH 3.8 – Community Festivals calls for the City to “*Support celebrations that enhance the community’s identity and sense of place.*”

Comprehensive Plan Policy N1.1 – Downtown Development calls for the City to “*Develop downtown Spokane as the primary economic and cultural center of the region...*”

Downtown Plan Priority Action CW1.3 calls for the City to “*Make sidewalks active and vibrant places through continued efforts to streamline design requirements and developing new pilot projects in partnership with local businesses downtown*”, such as expanding the parklet program.

Downtown Plan Priority Action ACH2.5 calls for the City to “*Identify and reduce barriers for cultural events Downtown.*”; and

Downtown Plan Priority Action PS1.1 calls for the City to “*Strategically program and activate public spaces downtown.*”

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/15/2026**Committee Agenda type:** Consent**Date Rec'd**

1/7/2026

Clerk's File #

ORD C36826

Cross Ref #

RES 2026-0003

Project #**Council Meeting Date:** 03/09/2026**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 625-6305

Requisition #**Contact E-Mail**

EBROWN@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?** YES**Agenda Item Name**

ORDINANCE FOR ASTOR SOUTH OF SHARP VACATION

Agenda Wording

First reading of ordinance vacating of Astor Street south of the alley that is south of Sharp Ave

Summary (Background)

Gonzaga University has applied to vacate a portion of Astor Street to accommodate campus expansion and provide a pedestrian plaza that will include enhanced landscaping and pedestrian improvements that should aid with safety in the area. Continued access to existing utilities and to the adjacent St. Aloysius Catholic.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<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	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	KAPAUN, MEGAN
For the Mayor	PICCOLO, MIKE
Distribution List	
	ebrown@spokanecity.org
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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36826

An ordinance vacating Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue

WHEREAS, a petition for the vacation of Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue that is running through Blocks C and F of the Subdivision of Blocks F-J of Sinto 3rd Addition as recorded with the Spokane County Auditor under AFN 3103492, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue is hereby vacated and located within the Northwest Quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, TDS Telecom, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2506867VACA



**Right-of-way Description:
Astor Street South of
the south line of the Boone-Sharp Alley**

Legend
 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



DATE: 10/27/2025 JOB #: #24042-0011.01
TO: City of Spokane
CC: Tomson Spink (Gonzaga University)
FROM: Wade Gelhausen
SUBJECT: Proposed Astor Street Vacation Application Written Narrative

Written Narrative

As stated on the vacation application, Gonzaga University (GU) has periodically and methodically been applying for, and receiving approval of, vacations of public right-of-way (ROW) within their campus area. This allows GU to control or prevent vehicular access to points inside the campus to provide safe and uninterrupted traversing of the campus by students, faculty, staff and visitors. The vacations also allow GU to enhance the vacated ROW with wider landscaped pathways that are blended with the campus.

In addition to the reasons stated above, GU is working with the St. Aloysius Catholic Parish properties located on just south of the proposed ROW to be vacated in Astor Street, to create a new pedestrian plaza for the benefit of the GU campus and the parish. The plaza will include enhanced landscaping and pedestrian improvements to create an attractive and inviting area and improves safety to the area by further controlling vehicular access to the area. A 15' ingress/egress easement will be granted by GU to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.

Vacation Application Questions

Responses to the Below Questions

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.

- 1) No, right-of-way is no longer required for public access in Astor Street south of the mid-block alley between Sharpe Avenue and the south line of vacated Boone Avenue.
- 2) The ROW vacated will be changed into a pedestrian plaza benefitting the GU campus and parish properties (as described above in the written narrative).
- 3) GU is partnering with the Catholic Parish to jointly use the vacated ROW and GU will dedicate a 15' ingress/egress easement to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.
- 4) Yes, there are utilities running through the ROW proposed to be vacated. There is an existing 10" storm water main, an 8" sanitary sewer main, and 10" water main that are all City of Spokane utilities. The water main will likely be privatized by relocating the existing privatization vault north as part of the proposed vacation.



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
December 24, 2025**

- LOCATION:** Astor St. South of the alley lying south of Sharp and north of Vacated Boone.
- PROPONENT:** Gonzaga University
- PURPOSE:** Campus expansion
- HEARING:** March 9, 2026
- REPORTS:**

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – So, after reviewing the vacation map, we have confirmed that we do indeed have utilities located within the stretch of the ROW. Specifically, we have a gas line to the north along Boone-Sharp, a gas line to the south running through the Astor and a distribution pole to the east. We would like to request that a 10-foot wide easement be made centered along the northern gas line, a 10-foot wide easement centered along the southern gas-line and 10-foot wide easement centered along the eastern distribution pole. The applicant would need to request facilities locate to confirm the exact location of said facilities. The attached map is only for visual representation purposes.

COMCAST – Comcast does NOT have any infrastructure that will be impacted by the project

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

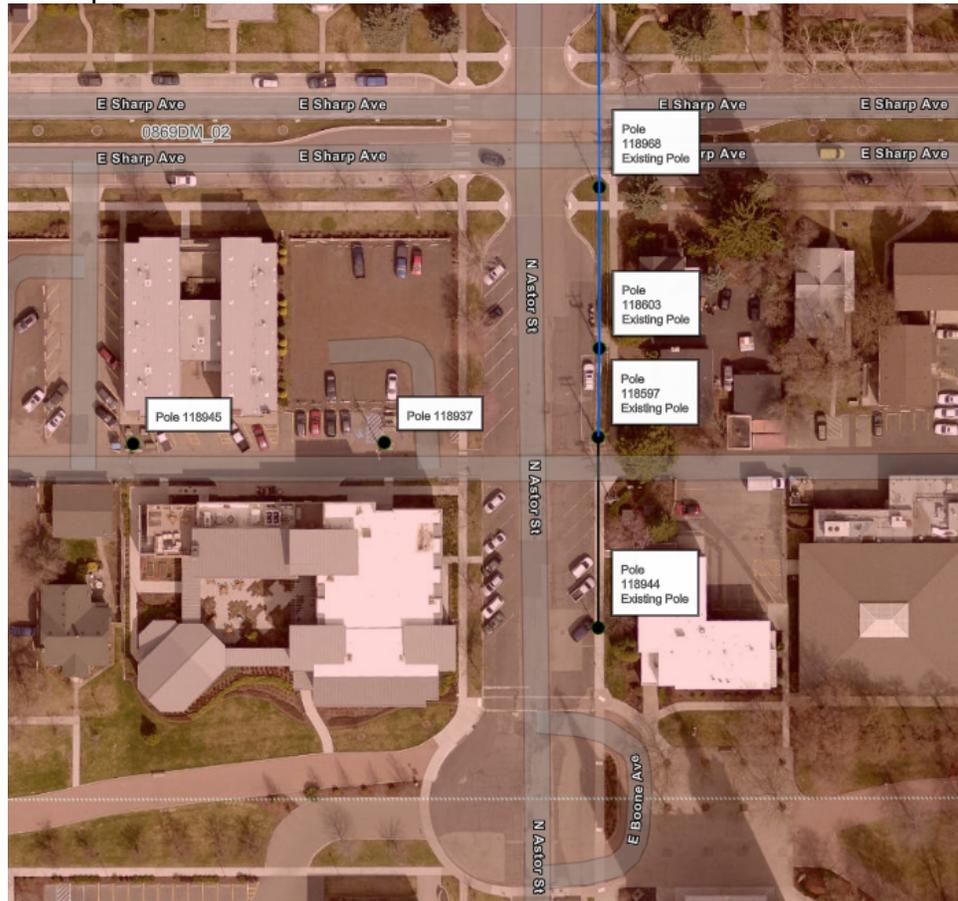
INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – Lightspeed Networks does not have facilities in the area.

LUMEN – No comments

PORT OF WHITMAN – No comments

TDS TELECOM - TDS has active permits processing and approved with Avista for use of the poles along the East side of Astor, ending at a guy anchor location one span south of the Boone/Sharp alley (see below). This run is related to a much larger aerial build stretching North along Astor to E Jackson Ave. We would like to preserve ability to use these poles - work is scheduled in Q1-Q2 of 2026 in this area.



VERIZON/MCI Metro - No comments

PHILLIPS 66 PIPELINE – Phillips 66 does not have any utilities within the attached vacation vicinity.

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING – There are some address points in the vacated area that will need to be deactivated or changed if the street vacation is approved.

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No concerns

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - The proposed vacation would restrict required Fire Department access to the buildings adjacent to and South of the vacation area. Alternative Fire Department access will need to be provided, whether via gate access through the vacated area or an alternative route.

A gate for Fire Department access will need to be a minimum of 14 feet wide and provided with a knox box (or alternate gate opener). The remainder of the fire access lane through the vacated area is required to be a minimum of 20 feet wide (except at gate and aerial access set-up location) and all-weather surface (concrete or asphalt).

If the building at 1207 North Astor Street is taller than 30 feet in height from the lowest level of Fire Department vehicle access to the top of the roof eave/parapet, aerial access is required for the building (I could not find elevations in the 2016 building plans for confirmation). Astor Street currently serves as the only aerial access setup location for the building at 1207 North Astor Street. If required, aerial access for this building is required to be maintained, or alternative aerial access provided.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – Not sure if necessary at this time, but I can make a list of the addresses in GIS that are off of that part of Astor.

STREET DEPARTMENT - We have reviewed the design plans and have the following comment(s).

Comments:

1. 15 feet no adequate for two direction vehicle travel. Provide a minimum of 20 feet for ingress and egress.
2. Proposed driveway needs to be onas wide as the vehicular ingress and egress width.
3. Dead end signing needs to be installed on Sharp Ave for the remainder of Astor Street.

WASTEWATER MANAGEMENT - The vacation narrative calls out the city water, sanitary and storm mains but incorrectly identifies the sanitary main as 8". The sanitary main in the vacation area is actually 15".

For Wastewater Management to approve the vacation we would need the following.

1. We would require a no build easement from 15' west of the sanitary main to 15' east of the storm main (approx.. 45 ft wide) be retained by the city. The reason for a no build easement is that the mentioned sewer line is older and vitrified clay and the possibility exists that we would have to dig up that line to repair it at some point. The storm line there is newer, making the need less likely, but that possibility still exists for it as well. Were it necessary, in either case, the city should not be responsible for replacing anything other than the asphalt paving that currently exists in the area for surface restoration.
2. Additionally, we would need continued driving access with service trucks to all the sanitary and storm manholes including those south of the vacation area in Astor and those south and west of the vacation area in the alley for routine maintenance and inspection of the lines.
3. The storm inlets that exist in the middle of the vacation area, at the north side of the cul-de-sac, would need to be disconnected from the public storm main by the proponent, as this would become private property. On site runoff would be required to be maintained and treated on site.
4. Currently the storm water on Astor runs south from Sharp to the existing inlets mentioned above. The vacation of this right-of-way and addition of the concrete driveway entrance as proposed, would block this runoff. The proponent would be required to address this issue by providing new stormwater facilities within the remaining right-of-way as approved by Wastewater Management. These new facilities would not be allowed to discharge to the existing sewer or stormwater pipeline that currently discharges to the river as we will be pursuing the elimination of this outfall.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities, TDS Telecom, and the City of Spokane, shall be retained to protect existing and future utilities unless the applicant pays for the moving of the facilities within the vacation area.
2. Fire access to all existing buildings will need to be provided and coordinated through the Fire Department.
3. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and the must either be completed or bonded for.

This closure work must include the following

- i. A driveway approach at the north end of the vacation area will need to be installed across the entrance.
 - ii. The storm inlets that exist in the middle of the vacation area, at the north side of the cul-de-sac, would need to be disconnected from the public storm main by the proponent, as this would become private property. On site runoff would be required to be maintained and treated on site.
 - iii. Currently the storm water on Astor runs south from Sharp to the existing inlets mentioned above. The vacation of this right-of-way and addition of the concrete driveway entrance as proposed, would block this runoff. The proponent would be required to address this issue by providing new stormwater facilities within the remaining right-of-way as approved by Wastewater Management. These new facilities would not be allowed to discharge to the existing sewer or stormwater pipeline that currently discharges to the river as we will be pursuing the elimination of this outfall.
 - iv. A dead end sign will need to be installed on Boone facing the vacation area.
4. The land, if vacated, would generate \$242,400.00 however Engineering recommends that the street be vacated at no cost due to the agreement that Gonzaga has with the City of Spokane as recorded under Auditor's File Number 9311240471. This agreement states that RW within the boundary of the campus plan (identified within the agreement) is to be vacated at no cost.
 5. That the final reading of the vacation be held in abeyance until all of the above conditions are met. If the conditions are not met

within 3 years from the first reading of the ordinance, the file will be closed and a new application would need to be submitted.

Eldon Brown, P.E.
Principal Engineer – Developer Services

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive style with a large, stylized initial "E".