

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 23, 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 23, 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 20, 2026, and ending at 6:00 p.m. on Monday, March 23, 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 23, 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 23, 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)

<u>APPOINTMENTS</u>	<u>RECOMMENDATION</u>	<u>RECOMMENDATION</u>
Salary Review Commission: One Appointment – Jens Larson	Confirm	CPR 2007-0040
Human Rights Commission: One Reappointment – Maria Hernandez-Peck	Confirm	CPR 1991-0068
Ombuds Commission: One Appointment – Annabelle Henry	Confirm	CPR 2015-0034

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.

<u>REPORTS, CONTRACTS AND CLAIMS</u>	<u>RECOMMENDATION</u>	<u>RECOMMENDATION</u>
1. One-year Extension to Value Blanket Order with LN Curtis & Sons (Kent, WA) for the purchase of structural protective gear for the Fire Department—additional \$348,683.60. (Council Sponsors: Council President Wilkerson and Council Member Telis) Ryan Reding	Approve	OPR 2021-0251 RFP 5332-20
2. Value Blanket Order with Datec, Inc. (Tukwila, WA) for Panasonic Safety Pads for the Fire Department to replace units that are out of warranty and/or at end of life—\$104,073.11. (Council Sponsors: Council President Wilkerson and Council Member Telis) Scott Campbell	Approve	OPR 2026-0223

- | | | | |
|----|--|---------|------------------------------|
| 3. | Purchase from Bud Clary Ford of Longview of one Ford K8 Explorer for the Spokane Police Department—\$80,508.44 (incl. tax). (Council Sponsors: Council Members Telis and Cathcart)
Rick Giddings | Approve | OPR 2026-0224 |
| 4. | Purchase from Bud Clary Ford of Longview of one Ford Mach E battery electric vehicle for the Spokane Police Department's Traffic Unit—\$50,184.06 (incl. tax). (Council Sponsor: Council Member Telis)
Rick Giddings | Approve | OPR 2026-0225 |
| 5. | Purchase from West Side Motorsports (Spokane) of one 2026 BMW 1300 RT-P Motorcycle for the Spokane Police Department's Traffic Unit—\$37,857.45 (incl. tax). (Council Sponsors: Council Members Telis and Cathcart)
Rick Giddings | Approve | OPR 2026-0226
RFQ 6463-25 |
| 6. | Preapproval to Purchase up to three used undercover SIU vehicles for the Spokane Police Department—\$90,000. (Council Sponsors: Council Members Telis and Cathcart)
Rick Giddings | Approve | OPR 2026-0227 |
| 7. | On Call Service Contract with Associated Underwater Services, Inc., (Spokane) to provide the Upriver Hydroelectric Project with emergency dive response and O&M services for a period of 3 years from September 1, 2025, through December 31, 2028—not to exceed \$100,000 per year. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Reiner Hanshaw | Approve | OPR 2025-0610
ITB 6414-25 |
| | (Being brought back for reconsideration because the contract did not appear in the agenda packet when the item was first approved on September 8, 2025) | | |
| 8. | Amendment/Extension to Interlocal Agreement with Spokane Regional Emergency Communications regarding the use of a fire dispatch communication aided dispatch system from January 1, 2026, through April 30, 2027—\$190,242.86 Revenue. (Council Sponsors: Council President Wilkerson and Council Member Telis)
Mike Forbes | Approve | OPR 2025-0458 |
| 9. | Personal Services Agreement with M.I.A. Spokane DBA MiA – Mujeres in Action to provide community partnership engagement with the Spokane Police Department to address barriers and social gaps between SPD and Spokane’s Latine and immigrant | Approve | OPR 2026-0229
BID 6433-25 |

communities—\$120,000 (Grant-NOFA # 6433-25).
(Council Sponsors: Council Members Telis and Cathcart)

Tracie Meidl

- 10. Preventative Maintenance Agreement with Four Seasons Services, Inc. (Spokane) to provide landscaping and snow removal services for Spokane Police Department locations from April 1, 2026, through March 31, 2029—not to exceed \$75,000 (plus tax). (Council Sponsors: Council Members Telis and Cathcart)

Steve Wohl

- 11. Contract Renewal with Rogue Heart Media, Inc. (Spokane) for media production, video and photo to illustrate and inform the public about water conservation from April 1, 2026, through March 31, 2027—not to exceed \$60,000 (plus tax). (Council Sponsors: Council Members Klitzke and Zappone)

Kirstin Davis

- 12. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2026: \$_____.

- 13. Minutes:
 - a. City Council Meeting Minutes: _____, 2025.
 - b. City Council Standing Committee Meeting Minutes: _____, 2026.



LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0021 Declaring Infor Public Sector, Inc. a sole source provider of Infor Cad
 OPR 2026-0228 Maintenance/Licensing at the Spokane City Fire Department for two
 years and authorizing a contract with Infor Public Sector for Infor Cad
 Maintenance/Licensing for a one-year term from May 1, 2026, to April 30,
 2027—\$110,495.92. (Council Sponsors: Council President Wilkerson and
 Council Member Telis)

Mike Forbes

ORD C36806 Vacating 13th Avenue between the east line of Chestnut Street and the
 west line of Inland Empire Way, as requested by owners having an
 interest in real estate abutting the right-of-way. (First Reading held
 January 12, 2026) (Council Sponsors: Council President Wilkerson and
 Council Member Dillon)

Eldon Brown

FIRST READING ORDINANCES

ORD C36782 Relating to designated festival streets; amending Section 12.08.060 of
 the Spokane Municipal Code. (Council Sponsors: Council Members
 Zappone and Klitzke)

Jackson Deese

(First Reading deferred to March 23, 2026, Agenda, from February 23, 2026, Agenda, during February 23, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to March 30, 2026, Agenda.)

Council Sponsor requests motion to consider the following proposed amendment:

[Zappone/Klitzke Proposed Amendment:](#)

- [Request motion to amend First Reading Ordinance C36782 with an updated revised version filed March 6, 2026, and included in agenda packet under First Reading Ordinance C36782.](#)

Council President Wilkerson requests motion to consider the following proposed amendment:

Wilkerson Proposed Amendment:

- Request motion to amend First Reading Ordinance C36782 with an updated revised version filed March 6, 2026, and included in agenda packet under First Reading Ordinance C36782.

ORD C36853 Related to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Cathcart, and Dillon)
Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://my.spokanecity.org/citycouncil/meetings/signup/>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The March 23, 2026, Regular Legislative Session of the City Council is adjourned to March 30, 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: 03/23/2026

Date Rec'd	2/26/2026
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 JENS LARSON TO THE SALARY REVIEW COMMISSION

Agenda Wording

Appointment of Jens Larson to the Salary Review Commission for a term of March 23, 2026, to March 22, 2030.

Summary (Background)

Appointment of Jens Larson to the Salary Review Commission for a term of March 23, 2026, to March 22, 2030.

What impacts would the proposal have on historically excluded communities?

N/A - The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president, and city council members.

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

N/A - The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president, and city council members.

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

N/A - The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president, and city council members.

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 Municipal Code 02.05

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	
Legal	
For the Mayor	PICCOLO, MIKE
Distribution List	



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 03/23/2026

Date Rec'd 2/26/2026

Clerk's File # CPR 1991-0068

Cross Ref #

Project #

Submitting Dept MAYOR **Bid #**

Contact Name/Phone ADAM 6779 **Requisition #**

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name REAPPOINTMENT OF MARIA HERNANDEZ-PECK TO THE HUMAN RIGHTS

Agenda Wording

Reappointment of Maria Hernandez-Peck to the Human Rights Commission for a term of January 1, 2026 to December 31, 2029.

Summary (Background)

Reappointment of Maria Hernandez-Peck to the Human Rights Commission for a term of January 1, 2026 to December 31, 2029.

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: 03/23/2026

Date Rec'd 2/27/2026

Clerk's File # CPR 2015-0034

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 ANNABELLE HENRY TO THE OMBUDS COMMISSION

Agenda Wording

Appointment of Annabelle Henry to the Ombuds Commission for a term of March 23, 2026 to March 22, 2029.

Summary (Background)

Appointment of Annabelle Henry to the Ombuds Commission for a term of March 23, 2026, to March 22, 2029, serving as a Mayoral appointee.

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?

SMC 04.32 - Office of the Police Ombuds (OPO) The Office of the Police Ombudsman Commission supervises and provides direction to the Office of the Police Ombudsman. The OPO and the OPOC provide impartial oversight of the Spokane Police Department. In that capacity, the OPOC evaluates police policies, training, and promotes best practices, and is the independent voice of the citizens of Spokane to facilitate public confidence in the professionalism and accountability of the employees of the SPD.

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	
	blogue@spokanecity.org
ccoty@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/19/2026

Clerk's File #

OPR 2021-0251

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

FIRE

Bid #

RFP 5332-20

Contact Name/Phone

RYAN REDING 509-435-7004

Requisition #

VALUE BLANKET

Contact E-Mail

RREDING@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KTELIS BWILKERSON

Sponsoring at Administrators Request

NO

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

LN CURTIS VALUE BLANKET AMENDMENT

Agenda Wording

Amendment to LN Curtis Value Blanket to extend the value blanket set to expire on April, 4th, 2026 for one year. We'll be adding \$348,683.60 in funds to this VB for this additional year.

Summary (Background)

Spokane Fire issued RFP 5332-20 in 2020 and entered into a 5-year VB with LN Curtis to provide personal protection equipment. A one-year extension is requested to allow time to issue another RFP.

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?

We have wear trial data that was collected by individuals using this equipment in fire training and high heat scenarios. We have determined that this product provides the best protection for our members with this data.

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?

It provides the best protection to our members so that they can perform their duties for the citizens of Spokane.

Council Subcommittee Review

We are in the process of doing an updated wear trial with other manufacturers of firefighting turnouts but we were unable to complete that prior to the contract expiration of our current supplier (LN Curtis) of firefighting turnouts. We decided to file for an extension of the value blanket for 1 year so that we can finish the trial and have it ready for a 5 year VB in 2027.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 383,683.60		
Current Year Cost	\$ 383,683.60		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Additional time is needed to go through the formal RFP process.			
Amount			
Budget Account			
Expense	\$ 383,683.60	# 5903-79125-22200-53205-99999	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE	PURCHASING	PRINCE, THEA
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Sean McGuffin smcguffin@Incurtis.com		Heather Dodge hdodge@Incurtis.com	
Kurt Vande Vanter kvandevanter@spokanecity.org		Ryan Reding rreding@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Thea Prince tprince@spokanecity.org	

Public Safety Committee Agenda Checklist

Meeting Date: 03/02/2026

Agenda Option: Consent

If Discussion, Duration: [__Click or tap here to enter text.__](#) minutes

Contact Person: Ryan Reding

Contact Phone and Email: rreding@spokanecity.org, 509-435-7004

Agenda Item Type: Purchase w/o Contract

Bid or Requisition # if applicable (**Mandatory for Purchasing Contracts**): RFP 5332-20

Council Sponsors: CM TelisCP Wilkerson [Choose an item.](#)

Lease? No

Grant Related? No

Public Works? No

Agenda Item Name (Begin with Dept #): 1970 Fire – LN Curtis Value Blanket Amendment

Agenda Wording (No Acronyms): Amendment to LN Curtis Value to extend the value blanket set to expire on April, 4th, 2026 for one year. We'll be adding \$348,683.60 in funds to this VB for this additional year.

Summary (Background) (No Acronyms): Spokane Fire issued RFP 5332-20 in 2020 and entered into a 5-year VB with LN Curtis to provide personal protection equipment. A one-year extension is requested to allow time to issue another RFP.

Approved in current year budget? Yes

Total Cost: \$383,683.60

Current Year Cost: \$383,683.60

Subsequent Year(s) Cost: [Click or tap here to enter text.](#)

Narrative (**255 character max**): Additional time is needed to go through the formal RFP process.

Funding Source (Occurrence): Recurring

Specify Funding Source: Program Revenue

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

Expense Occurrence: Recurring

Other Budget Impacts: (revenue generating, match requirements, etc.) [Click or tap here to enter text.](#)

Amount: Expense

:\$383,683.60

Budget Code: 5903-79125-22200-53205-99999

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? We have wear trial data that was collected by individuals using this equipment in fire training and high heat scenarios. We have determined that this product provides the best protection for our members with this data.

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? It provides the best protection to our members so that they can perform their duties for the citizens of Spokane.

Council Subcommittee Review: (Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not) We are in the process of doing an updated wear trial with other manufacturers of firefighting turnouts but we were unable to complete that prior to the contract expiration of our current supplier (LN Curtis) of firefighting turnouts. We decided to file for an extension of the value blanket for 1 year so that we can finish the trial and have it ready for a 5 year VB in 2027.

Distribution List:

Name	Email Address
Sean McGuffin	smcguffin@lncurtis.com
Heather Dodge	hdodge@lncurtis.com
Kurt Vande Vanter	Click or tap here to enter text.
Ryan Reding	Click or tap here to enter text.
Fire Accounting	Click or tap here to enter text.
Thea Prince	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Additional Notes: Click or tap here to enter text.

Ph: 206-622-2875
 TF: 800-426-6633
nwsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCurtis.com

Quotation

CUSTOMER: Spokane City Fire Department 44 W Riverside Ave Spokane WA 99201-0114	SHIP TO: Spokane City Fire Department WA Training Center - Kurt Vande Vanter 1618 N Rebecca St Spokane WA 99217-7200	QUOTATION NO. 371467	ISSUED DATE 01/13/2026	EXPIRATION DATE 02/12/2026
		SALESPERSON Sean McGuffin smcguffin@lncurtis.com 509-506-0688	CUSTOMER SERVICE REP Heather Dodge hdodge@lncurtis.com 206-596-7910	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Thea Prince	C33339	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
DEST	Standard Shipping			

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per- and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As follows: Per custom spec for City of Spokane Flex 7 Black Titanium SL2 Crosstech Endure Comfort Trim		\$2,250.00	\$2,250.00
2	1	PR	GPS GLOBE CUSTOM	As below: Per custom spec for City of Spokane Flex 7 Black Titanium SL2 Crosstech Endure Comfort Trim		\$1,745.00	\$1,745.00



< **Business Lookup**

License Information:

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

Entity name: L. N. CURTIS AND SONS

Business name: L N CURTIS & SONS

Entity type: [Profit Corporation](#)

UBI #: 409-015-487

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6507 S 208TH ST
KENT WA 98032-1308

Mailing address: 185 LENNON LN
STE 110
WALNUT CREEK CA 94598-2561



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bremerton General Business - Non-Resident	07010			Active	Mar-31-2027	Mar-07-1975
Cheney General Business - Non-Resident	BUS2010-442			Active	Mar-31-2027	Jan-14-2019
Kirkland General Business - Non-Resident	OBL29295			Active	Mar-31-2027	Jan-07-2019
Richland General Business - Non-Resident				Active	Sep-30-2026	Sep-30-2025
Spokane General Business - Non-Resident				Active	Mar-31-2027	May-09-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CURTIS, JEFFREY	

Owners and officers**Title**

CURTIS, PAUL

CURTIS, ROGER

VIBOCH, JOHN

Registered Trade Names

Registered trade names**Status****First issued**

CURTIS BLUE LINE

Active

Mar-16-2020

LN CURTIS AND SONS

Active

Dec-07-2021

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
2/23/2026 8:11:49 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/20/2026

Clerk's File #

OPR 2026-0223

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

SCOTT 509-625-7071

Requisition #

NASPO-WA STATE

Contact E-Mail

SCAMPBELL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KTELIS BWILKERSON

Sponsoring at Administrators Request

NO

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

SAFETY PADS VALUE BLANKET - DATEC, INC

Agenda Wording

Seeking approval for a Value Blanket Order with Datec, Inc. for computer equipment and related peripherals accessing NASPO-Wa State Contract #05820 to be valid until 6/30/27 and in line with the NASPO - WA State contract which may be extended for additional years. Should NASPO-Wa State extend contract #05820 for additional years the Value Blanket Order would also be extended. Annual cost will be \$104,073.11 including sales tax.

Summary (Background)

This project is to replace Panasonic Safety Pads that are 7 years old with new devices. The current devices are out of warranty and/or end of life.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 104,073.11
Current Year Cost	\$ 104,073.11
Subsequent Year(s) Cost	\$ N/A
<u>Narrative</u>	
This project is to replace Panasonic Safety Pads that are 7 years old with new devices. The current devices are out of warranty and our end of life. We are replacing 20 old units with 20 new units.	
Amount	
Budget Account	
Expense	\$ 104,073.11
Select	\$
# 5903-79125-22200-53521-44004	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes, the funding source for these purchases will be from Fire's Capital plan, which is funded by the Community Safety Sales Tax.	
Expense Occurrence Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	DAHL, LANCE
Division Director	DAHL, LANCE
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
PS EXEC REVIEW	YATES, MAGGIE
PURCHASING	PRINCE, THEA
Distribution List	
Scott Campbell scampbell@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Tom Williams tmwilliams@spokanecity.org

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Datec, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 364 Upland Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Tukwila, WA 98188	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
9	1	-	0	9	3	0	5	3	8

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Sarah Bottorff</i>	Date 1/18/2025
------------------	--	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Quote Prepared For:

Spokane Fire Dept.
JEFF SLEIZER

Contact:	Bob Stein
	364 Upland Drive, Seattle, WA 98188
	206/909-5272 cell: 206/575-1470 Office
	Fed TAX ID 91-0930538
	WA State NASPO 05820
<i>Email Po To:</i>	bstein@datecinc.net
<i>Fax PO To:</i>	EMAIL ONLY PLEASE
Quote#	Q26A09A
Date:	02/17/26
Terms:	Net 30 Days
Validity:	60 Days

Part Number	Description	Qty	Unit Price	Ext. Price
	Panasonic G2 TOUGHPAD			
FZ-G2NFFQBBM	Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Contactless Smartcard, Barcode, Standard Battery, Bridge Battery, TPM 2.0	20	\$4,055.19	\$ 81,103.80
FZ-SVCTPNF5Y	Panasonic Warranty Upgrade + Extension for Yrs 4+5. Protection Plus coverage for 5 years, includes accidental/physical damage coverage, in addition to any manufacturing defects.	20	\$649.43	\$ 12,988.60
FZ-VSTG21U	Rotating Hand Strap for FZ-G2 with Digitizer Stylus Pen Holder and Kickstand	20	\$65.00	\$ 1,300.00
	Panasonic products are available from Datec via the following contracts: NASPO WA- State Contract #05820		Sub Total	\$95,392.40
			9.1 % Sales Tax	\$ 8,680.71
			Total	<u>\$104,073.11</u>



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

DATEC, INC.
364 UPLAND DR
TUKWILA WA 98188-3801

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Apr 04, 2025

Unified Business ID #: 600155270

Business ID #: 001

Location: 0001

Expires: Mar 31, 2026

CITY/COUNTY ENDORSEMENTS:

- COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT #BUS03-00230 - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #19439 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #18588 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12093038BUS - ACTIVE
- TUKWILA GENERAL BUSINESS - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #110337 - ACTIVE
- FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT #17-101098-00-BL - ACTIVE
- BURIEN GENERAL BUSINESS - NON-RESIDENT #08793 - ACTIVE
- BREMERTON GENERAL BUSINESS - NON-RESIDENT #27897 - ACTIVE
- BOTHELL GENERAL BUSINESS - NON-RESIDENT #8819 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

UBI: 600155270 001 0001

DATEC, INC.
364 UPLAND DR
TUKWILA WA 98188-3801

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT #BUS03-00230 - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #19439 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #18588 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12093038BUS -

Expires: Mar 31, 2026

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

DATEC, INC.
364 UPLAND DR
TUKWILA WA 98188-3801

REGISTERED TRADE NAMES:
DATEC, INC

Issue Date: Apr 04, 2025

Unified Business ID #: 600155270

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: 600155270 001 0001

DATEC, INC.
364 UPLAND DR
TUKWILA WA 98188-3801

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT #BUS03-00230 - ACTIVE
LACEY GENERAL BUSINESS - NON-RESIDENT #19439 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #18588 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12093038BUS -

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)



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 21, 2026

CITY OF SPOKANE ATTENTION: IT DEPT.,
7TH FLOOR
808 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	DATEC, INC.
--------------------------------	--------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2026

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

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

PRODUCER USI INSURANCE SERVICES LLC 52810246 PO BOX 370 SEATTLE WA 98111	CONTACT NAME:	
	PHONE (206) 441-6300 (A/C, No, Ext):	FAX (877) 678-5844 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Underwriters Insurance Company	NAIC# 30104
INSURED DATEC, INC. 364 UPLAND DR SEATTLE WA 98188-3892	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		52 SBA BU8GHG	10/31/2025	10/31/2026	EACH OCCURRENCE	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)		
							BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			52 SBA BU8GHG	10/31/2025	10/31/2026	EACH OCCURRENCE	\$5,000,000	
							AGGREGATE	\$5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52 SBA BU8GHG	10/31/2025	10/31/2026	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE -EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Employee Benefits Liability			52 SBA BU8GHG	10/31/2025	10/31/2026	Each Claim Limit	\$1,000,000	
							Aggregate Limit	\$2,000,000	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDERCITY OF SPOKANE ATTENTION: IT DEPT.,
7TH FLOOR
808 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY USI INSURANCE SERVICES LLC		NAMED INSURED DATEC, INC. 364 UPLAND DR SEATTLE WA 98188-3892	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Additional Insured - Designated Person Or Organization Form SL3042 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL0000, attached to this policy. Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

		Date Rec'd	2/20/2026
		Clerk's File #	OPR 2026-0224
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	WA STATE
Contact Name/Phone	RICK GIDDINGS 509-625-7706	Requisition #	RE20907
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PURCHASE OF (1) FORD K8 POLICE EXPLORER		

Agenda Wording

Fleet Services would like to purchase 1 Ford K8 Explorer for SPD.

Summary (Background)

SPD has requested to purchase 1 Ford K8 Explorer to be used by the Traffic Unit. Vehicle will replace an older unit that has exceeded its economic lifecycle. Purchase will be from Bud Clary Ford of Longview using a Washington State DES contract. Total cost including sales tax is \$80,508.44.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

Lifecycle data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 80,508.44
Current Year Cost	\$ 80,508.44
Subsequent Year(s) Cost	\$ 0
Narrative	
Vehicle will be purchased using a cooperative Washington State DES contract following all City competitive purchasing rules.	
Amount	
Budget Account	
Expense	\$ 80,508.44
Select	\$
# 0680-11120-94210-56404-99999	
#	
#	
#	
#	
#	
Funding Source One-Time	
Funding Source Type Reserves	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence One-Time	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	RUSSELL, ADAM T.
Division Director	BOSTON, MATTHEW
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	fleetservicesaccounting@spokanecity.org
cwheeler@spokanecity.org	

From: [Hayes, Daniel](#)
To: [Giddings, Richard](#)
Subject: FW: Vehicle Quote - 2026-2-304 - SPOKANE, CITY OF - 23210
Date: Tuesday, February 17, 2026 3:32:31 PM

Here you go. This should be correct.

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, February 17, 2026 3:30 PM
To: Hayes, Daniel <dhayes@spokanepolice.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-304 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-304 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: dhayes@spokanepolice.org
Quote Notes: Traffic Unit Explorer
Vehicle Location: SPOKANE CITY

Color Options & Qty

Carbonized Grey (M7) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-05001-0001	2026 Ford Police Interceptor Utility (ICE/HEV)	1	\$46,266.00	\$46,266.00
2026-05001-0011	Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission (148-MPH Top Speed; 400 HP; 415 lb.-ft. Torque; 3.31 Axle Ratio) (99C/44U)	1	\$2,793.00	\$2,793.00

2026-05001-0027	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Not compatible w/ Police Upgrade Package #65U) (63B)	1	\$481.00	\$481.00
2026-05001-0051	Noise Suppression Bonds (Ground Straps) (60R)	1	\$98.00	\$98.00
2026-05001-0053	Underbody Deflector Plate (engine and transmission shield) (76D)	1	\$334.00	\$334.00
2026-05001-0056	Fleet Keyed Alike (Call dealer for available key codes) (KEY)	1	\$49.00	\$49.00
2026-05001-0060	Doors/Locks: Rear Door Controls Inoperable - locks, handles and windows (Locks/windows operable from drivers door switches) (68G)	1	\$79.00	\$79.00
2026-05001-0061	Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (Locks/windows operable from drivers door switches) (Included with Ready for the Road Package #67H) (52P)	1	\$157.00	\$157.00
2026-05001-0062	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate) (Eliminates overhead console liftgate unlock switch and 45-second timer and PAITRO Timer. Also eliminates the blue liftgate release button functionality on fob) (18D)	1	\$0.00	\$0.00
2026-05001-0075	18in Painted Aluminum Wheels (spare is conventional 18in police black steel wheel) (Included with #65U Police Upgrade Package) (64E)	1	\$466.00	\$466.00
2026-05001-0202	VEHICLE DELIVERY - PLEASE SELECT ONE:	1	\$0.00	\$0.00
2026-05001-0207	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2026-05001-0211	Two (2) Extra Keys. (Will give you 6 keys total) (DLR)	1	\$111.00	\$111.00
2026-05001-0266	Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (Factory seats) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Must also order 12VS rear partition) (May also order replacement or cover style prisoner seat) (DLR) (SET220/221/222)	1	\$1,502.00	\$1,502.00
2026-05001-0271	Setina - Single Weapon Mount, Dual T-Rail with 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition)) (DLR) (SET233)	1	\$723.00	\$723.00
2026-05001-0273	Setina - Forward facing partition mount kit for weapon mounts installed on 6VS/7VS (DLR) (SET241)	1	\$93.00	\$93.00
2026-05001-0275	Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with docking buckles on front partition) (installed over factory seat) (Must also order Rear 12VS Partition) (Setina recommends also ordering the XL Partition Upgrade) (SET301)	1	\$1,373.00	\$1,373.00
2026-05001-0277	Setina - TPO Door Panels, Rear Doors (Recommend Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET320)	1	\$316.00	\$316.00
2026-05001-0278	Setina - 2nd Row Window Barriers, Polycarbonate (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET321)	1	\$330.00	\$330.00
2026-05001-0280	Setina - TPO Plastic Floor Pan (Must also order a Setina Prisoner Transport Seat)(DLR) (SET330)	1	\$280.00	\$280.00
2026-05001-0281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	1	\$1,007.00	\$1,007.00

2026-05001-0904	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION-T dual color front corner lights (R/W driver/B/W pass), (2) ION-T single color rear side window lights (RED driver/BLUE pass), (2) ION-T single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) ION-T single color lights on interior bottom of hatch (RED driver/BLUE pass). CORE siren/light controller with CCT6 rotary knob control head (basic install, no vehicle link or custom programming included, see #911 for upgrade). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (Must select an interior or exterior Whelen lightbar option below) (Not compatible with Ford Ready for the Road Package #67H) (DW904)	1	\$9,948.00	\$9,948.00
2026-05001-0911	WHELEN UPGRADE: Upgrade Whelen Base Package with Core (Police or Fire) to also include connection to vehicle via scanport, single 16 port expansion module to increase triggers and control options, customer programming included. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (requires Whelen Police or Fire Base Package) (DW911)	1	\$806.00	\$806.00
2026-05001-0912	POLICE: (Interior Lightbar) Installed equipment includes: Front FST and rear window RST interior Whelen SOLO WECANX visor lightbars. Split color (RED driver/Blue pass) also includes takedowns. (requires Ready for the Road Completion Package #904 or Whelen Base Package #910) (DW912)	1	\$2,843.00	\$2,843.00
2026-05001-0934	NEW: Whelen Tracer lighting: pair of TCRWX5 tracer lights, installed. SOLO configuration BLUE/RED/BLUE/RED/BLUE each side. (requires Whelen base package) (DW934)	1	\$2,621.00	\$2,621.00
2026-05001-0938	WHELEN UPGRADE: Upgrade Whelen Base Package to HOWLER low frequency siren. Installed equipment includes SINGLE low frequency speaker and amplifier wired to controller. (requires Whelen Police or Fire Base Package) (DW938)	1	\$888.00	\$888.00
2026-05001-0970	Interior Dome Light (Cargo): White/Red LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (requires lighting package) (DWS-DOME-2) (DW970)	1	\$169.00	\$169.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$74,133.00
8.6 % Sales Tax:	\$6,375.44
Quote Total:	\$80,508.44



Taxes & Licenses Department

808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is _____
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan

Signature

Government Contracts Manager

Title

kathleen.brennan@budclary.com

email

360-423-4321

phone

700 7th Avenue

Address

Longview, WA 98632

City, State, Zip

Date: 10/22/25

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date:

10/27/25

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/20/2026

Clerk's File #

OPR 2026-0225

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

FLEET SERVICES

Bid #

WA STATE

Contact Name/Phone

RICK GIDDINGS 509-625-7706

Requisition #

RE20908

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KTELIS

Sponsoring at Administrators Request

NO

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

5100 - PURCHASE OF (1) FORD MACH E BEV

Agenda Wording

Fleet Services would like to purchase 1 Ford Mach E BEV for SPD's Traffic Unit.

Summary (Background)

SPD would like to purchase 1 2026 Ford Mach E battery electric vehicle for use in their Traffic Unit. Vehicle will be purchased from Bud Clary Ford of Longview using a Washington State DES contract. Total cost including sales tax is \$50,184.06.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

Lifecycle cost data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 50,184.06		
Current Year Cost	\$ 50,184.06		
Subsequent Year(s) Cost	\$ 0		
Narrative			
Vehicle will be purchased using a Washington State DES contract following all City Competitive Purchasing Rules.			
Amount			
Budget Account			
Expense	\$ 50,184.06	# 0680-11120-94210-56404-99999	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
atrussell@spokanecity.org		fleetservicesaccounting@spokanecity.org	
cwheeler@spokanecity.org			

From: NOREPLY@des.wa.gov
To: [Giddings, Richard](#)
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-367 - SPOKANE, CITY OF - 23210
Date: Friday, February 20, 2026 12:51:22 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-367 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer: Bud Clary Ford (W403)	Dealer Contact: Kathleen Brennan	Dealer Phone: (360) 423-4321 Ext: 10943
-------------------	-------------------------------	----------------------------------	---

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: Traffic Unit Mach E Quote from Dan Hayes
Vehicle Location: SPOKANE CITY

Color Options & Qty

Shadow Black (G1) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03005-0001	2026 Ford Mach-E (BEV)	1	\$36,733.00	\$36,733.00
2026-03005-0002	INFORMATION ONLY: Vehicle sales tax is 8.6%.	1	\$0.00	\$0.00
2026-03005-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-03005-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-03005-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00

2026-03005-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-03005-0007	INFORMATION ONLY: If ordering for law enforcement use, please contact dealer to request #P033R2 Police Modifiers Bulletin	1	\$0.00	\$0.00
2026-03005-0010	2026 Ford Mach-E Battery Electric (BEV), 5-Passenger SUV, SELECT Trim Level, Rear-Wheel Drive (RWD), Standard Range, Primary Electric Motor (Rear), 73kWh Usable Standard Range High-Voltage Battery, Single-Speed Transmission (25MY Estimated Range: 260 miles) (K1R/100A/994/44A/TTSJ) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	1	\$0.00	\$0.00
2026-03005-0011	SELECT TRIM LEVEL: All-Wheel Drive (eAWD) [adds Secondary Electric Motor, Front] (25MY Estimated Range: 240 miles) (K1S/100A/995/44A/TTSJ)	1	\$2,980.00	\$2,980.00
2026-03005-0012	SELECT TRIM: EXTENDED RANGE BATTERY [adds Secondary Electric Motor, Front; 88kWh Usable Capacity] (25MY Estimated Range: 300 miles) (Must order K1S AWD model) (99U/44A)	1	\$4,703.00	\$4,703.00
2026-03005-0051	Fast charging adapter (NACS) (51B)	1	\$198.00	\$198.00
2026-03005-0055	Drainable Frunk (76B)	1	\$491.00	\$491.00
2026-03005-0202	VEHICLE DELIVERY - PLEASE SELECT ONE:	1	\$0.00	\$0.00
2026-03005-0207	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2026-03005-0211	Two (2) Extra RKE Fob w/ Internal Keys, programmed (Will give you 4 Fob/Keys total, vehicle will accept a maximum of four keys) (DLR)	1	\$705.00	\$705.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$46,210.00
8.6 % Sales Tax:	\$3,974.06
Quote Total:	\$50,184.06



Taxes & Licenses Department

808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is _____
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan

Government Contracts Manager

Signature

Title

kathleen.brennan@budclary.com

360-423-4321

email

phone

700 7th Avenue

Longview, WA 98632

Address

City, State, Zip

Date: 10/22/25

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date:

10/27/25

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

		Date Rec'd	2/20/2026
		Clerk's File #	OPR 2026-0226
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	RFQ 6463-25
Contact Name/Phone	RICK GIDDINGS 509-625-7706	Requisition #	RE20916
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PURCHASE OF (1) BMW 1300 RT-P MOTORCYCLE FOR SPD		

Agenda Wording

Fleet Services would like to purchase 1 2026 BMW 1300 RT-P Motorcycle for SPD to be used in the Traffic Unit.

Summary (Background)

SPD uses motorcycles for traffic control and special events. This purchase along with recent motorcycle orders will help to modernize and improve the fleet. Purchase will be made using a RFQ 6463-25 from West Side Motorsports (Spokane) for \$37,857.45 including sales tax.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

Lifecycle data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 37,857.45		
Current Year Cost	\$ 37,857.45		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
Vendor was selected as lowest responsive bid via RFQ 6463-25.			
Amount			
Budget Account			
Expense	\$ 37,857.45	# 0680-11120-94210-56404-99999	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	RUSSELL, ADAM T.	<u>PURCHASING</u>	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
atrussell@spokanecity.org		fleetservicesaccounting@spokanecity.org	
cwheeler@spokanecity.org			

Bid Response Summary

Bid Number RFQ 6463-25
Bid Title BMW Police Motorcycles
Due Date Wednesday, October 29, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Westside Motorsports
Submitted By Justin Knighten - Saturday, October 25, 2025 11:55:16 AM [(UTC-08:00) Pacific Time (US & Canada)]
 justink@westsideracing.com 509-747-1862

Comments

Question Responses

Group	Reference Number	Question	Response
Delivery			
	1.	Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within _____ Business Days ARO.	90-120
Payment Terms			
	1.	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Acknowledge
Sales Tax			
	1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.	I Acknowledge
Additional Items			
	1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration			

	1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I Acknowledge
	2.	Suppliers Business Registration No.	601927543
Minimum Specifications			
	#1	Quantity - four (4) or more 2026 BMW RT-P Police Motorcycle	I acknowledge
	2.	Color: Night Black & Alpine White III - Option Code 753	I understand and agree
	3.	Additional LED Headlights (driving lights) Option Code 562	I understand and I agree
	4.	Dynamic Package - Option Code 235	I understand and I agree
	5.	US Authority Package	I understand and I agree
	6.	BMW Electronic Siren	I understand and I agree
	7.	Extra ignition key - keyless fob transmitter - BMW P/N 66-12-5-A94-F-18	I understand and I agree
	8.	FMS Standard Emergency Lighting Package	I understand and I agree
	9.	FMS Accessories as follows:	I understand and I agree
	9.	Flashlight/Billy Holder Left P/N FMSA-MT-FLBH	I understand and I agree
	9.	M4 Rifle Mount P/N FMSA-GL-ARM	I understand and I agree
	9.	Gun Lock Variable Timer P/N FMSA-EA-GLT	I understand and I agree
	9.	Radio Power Plug Connector (3) P/N FMSA-EL-RPP	I understand and I agree
	9.	Radio Speaker Plug P/N FMSA-EL-SCP	I understand and I agree
	9.	Helmet Headset Interface Plug P/N FMSA-EL-HHP	I understand and I agree
	9.	Radio Power Plug Divider (3) P/N FMSA-EL-RPPD	I understand and I agree
	9.	Radio Receiver Quick Mount Plate KA3 P/N FMSA-MT-KA3QMP	I understand and I agree
	9.	800MHZ Antenna Ground Plate P/N FMSA-EL-GP800	I understand and I agree

9.	Accessory Connection Plugs (3) P/N FMSA-EL-ACP	I understand and I agree
9.	Stalker DSR Mount P/N FMSA-MT-KA3-DSR	I understand and I agree
9.	Stalker Front Antenna Mount P/N FMSA-AMF-SSD-KAE	I understand and I agree
9.	Stalker Rear Antenna Mount P/N FMSA-RAM-S-KA3	I understand and I agree
9.	KA3 Lidar Mount P/N FMSA-GHMT-KA3R	I understand and I agree
9.	Radar Connection Plug P/N FMSA-EL-RCP	I understand and I agree
9.	License Plate Mount Kit P/N FMSA-MT-LPMT	I understand and I agree
9.	Tip Over Blocks FMSA-KA3-TOB	Agree
10.	Labor to install FMS parts, radio, radar (Customer will supply police radar and radios)	I understand and I agree
10.a	Indicate how many hours will be needed to install radar, radios and FMS parts	3
Interlocal Agreement		
1.	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its product to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Supplier's review and approval at the time of a requested purchase. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I agree
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge
3.	The supplier must be able to service any items purchased by the City. The supplier, therefore, must comply with one of the following: A. Be an authorized factory dealer for the area including the City of Spokane. B. provide satisfactory proof by the manufacturer that service will be guaranteed. C. Submit a 100% Performance Bond for the life of the equipment.	I Acknowledge
4.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I Acknowledge

5.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I Acknowledge
6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
7.	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
8.	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
9.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I Acknowledge
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I Acknowledge
11.	If the product differs from the provisions contained herein, these differences must be explained in detail.	I ACKNOWLEDGE
12.	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I Acknowledge
13.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I Acknowledge
14.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge

	15.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
Polychlorinated Biphenyls (PCBs)			
	2.	If so, were PCBs found at a measureable level?	Don't Know
	3.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	4.	If so, attach the results or note from whom the results can be obtained.	
	5.	Do you have reason to believe the product contains measureable levels of PCBs?	No
	6.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Evaluation of Quotes			
	1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product								
	1.	2026 BMW RT-P Police Motorcycle - Night Black & Alpine White III Option Code 753	Base	ea	4.00	\$26,852.96	\$107,411.84	includes lines 1-5

2.	Additional LED Headlights (driving lights) Option Code 562	Base	ea	4.00	\$0.01	\$0.04	
3.	Dynamic Package	Base	ea	4.00	\$0.01	\$0.04	
4.	US Authority Package	Base	ea	4.00	\$0.01	\$0.04	
5.	BMW Electronic Siren	Base	ea	4.00	\$0.01	\$0.04	
6.	Extra Ignition Key-Keyless Fob Transmitter BMW P/N 66 12 5 A94 F 18	Base	ea	4.00	\$483.11	\$1,932.44	
7.	FMS Standard Emergency Lighting Package	Base	ea	4.00	\$4,405.00	\$17,620.00	
8.	Flashlight/Billy Holder Left P/N FMSA-MT-FLBH	Base	ea	4.00	\$300.00	\$1,200.00	
9.	M4 Rifle Mount P/N FMSA-GL-ARM	Base	ea	4.00	\$1,057.50	\$4,230.00	FMS recommends adding FMS-MT-KA3RML. I included both in this line price.
10.	Gun Lock Variable Timer P/N FMSA-EA-GLT	Base	ea	4.00	\$77.00	\$308.00	FMS show LAPD only. Frank confirmed the new RT-P has a built-in timer.
11.	Radio Power Plug Connector P/N FMSA-EL-RPP	Base	ea	12.00	\$12.50	\$150.00	
12.	Radio Speaker Plug P/N FMSA-EL-SCP	Base	ea	4.00	\$11.88	\$47.52	

13.	Helmet Headset Interface Plug P/N FMSA- EL-HHP	Base	ea	4.00	\$11.88	\$47.52
14.	Radio Power Plug Divider (3) P/N FMSA-EL- RPPD	Base	ea	12.00	\$45.00	\$540.00
15.	Radio Receiver Quick Mount Plate KA3 P/N FMSA-MT- KA3QMP	Base	ea	4.00	\$42.50	\$170.00
16.	800MHz Antenna Ground Plate P/N FMSA- EL-GP800	Base	ea	4.00	\$49.38	\$197.52
17.	Accessory Connection Plugs P/N FMSA-EL- ACP	Base	ea	12.00	\$11.88	\$142.56
18.	Stalker DSR Mount P/N FMSA-MT- KA3-DSR	Base	ea	4.00	\$73.75	\$295.00
19.	Stalker Front Antenna Mount P/N FMSA-AMF- SSD-KA3	Base	ea	4.00	\$0.00	\$0.00
20.	Stalker Rear Antenna Mount P/N FMSA-RAM- S-KA3	Base	ea	4.00	\$73.75	\$295.00
21.	KA3 Lidar Mount P/N FMSA-GHMT- KA3R	Base	ea	4.00	\$96.25	\$385.00
22.	Radar Connection Plug P/N FMSA-EL- RCP	Base	ea	4.00	\$11.88	\$47.52

23.	License Plate Mount Kit P/N FMSA-MT-LPMT	Base	ea	4.00	\$13.63	\$54.52	
24.	Tip Over Blocks - FMSA-KA3-TOB	Base	ea	4.00	\$36.25	\$145.00	
25.	Additional Fees/Charges (identify in Comments Field)	Base	ea	1.00	\$14,169.88	\$14,169.88	doc fee, title fee, tax, and licensing
26.	Labor to install FMS parts, radio, radar (Customer to provide radio & radar) - Indicate in comments how many hours per bike are required	Base	Hourly	1.00	\$2,040.00	\$2,040.00	3 hour install
Total Base Bid					\$151,429.48		

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

		Date Rec'd	2/11/2026
		Clerk's File #	OPR 2026-0227
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	
Contact Name/Phone	RICK GIDDINGS 509-625-7706	Requisition #	RE 20893
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PRE-PURCHASE APPROVAL FOR USED UNDERCOVER UNITS		

Agenda Wording

Fleet Services would like to purchase up to 3 used undercover SIU units for SPD.

Summary (Background)

SPD has budgeted \$90,000 in 2026 to purchase up to 3 used undercover vehicles. Pre-approval is necessary for used vehicles to avoid missing opportunities while going through the legislative process. An additional \$30,000 is set aside for commissioning these units. Vehicles are typically purchased based on SPD requirements from local dealerships.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 90,000		
Current Year Cost	\$ 90,000		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
Prospective units are inspected by Fleet Services and cost compared to nationwide comparable units as well as using vehicle appraisal websites.			
Amount			
Budget Account			
Expense \$ 90,000	# 1560-17200-94210-56404-68074		
Select \$	#		
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	RUSSELL, ADAM T.	PURCHASING	WAHL, CONNIE
Division Director	STRATTON, JESSICA		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
atrussell@spokanecity.org		fleetservicesaccounting@spokanecity.org	
cwheeler@spokanecity.org			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

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

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 300,000.00		
Current Year Cost	\$ 100,000.00		
Subsequent Year(s) Cost	\$ 100,000.00		
<u>Narrative</u>			
This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.			
Amount			
Budget Account			
Revenue	\$ 300,000.00	# 4100-42460-34148-54201-99999	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
4100-42460-34148-54201-99999			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Increase to hydroelectric power generation.			
Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	<u>PURCHASING</u>	PRINCE, THEA
Division Director	GENNETT, RAYLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Samanth Cumpton samantha@ausdiving.com		tlester@spokanecity.org	
tprince@spokanecity.org		rgennett@spokanecity.org	
lhopkins@spokanecity.org		jlmeyer@spokanecity.org	
crickman@spokanecity.org		nrussell@spokanecity.org	
rrpenaluna@spokanecity.org			



City of Spokane
PUBLIC WORKS AGREEMENT
Title: ON-CALL DIVE SERVICES
FOR THE UPRIVER DAM

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ASSOCIATED UNDERWATER SERVICES, INC.**, whose address is 3901 East Ferry Avenue, Spokane, Washington 99202 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide On-Call Dive Services for the Upriver Dam; and

WHEREAS, the Contractor was selected through PW ITB 6414-25 issued by the City of Spokane.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2025, and ends on December 31, 2028, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.

The Contractor shall provide On-Call, As-Needed Dive Services for the Upriver Dam in accordance with PW ITB 6414-25, and Contractor’s Response attached as Exhibit C.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor’s services under this unit priced Agreement shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work

described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment City of Spokane Water & Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVAILING WAGES.

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

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

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

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

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

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records**

OPR 2025-0610 (SPONSOR SUBSTITUTION) (08-20-25)

and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

ASSOCIATED UNDERWATER SERVICES, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

EXHIBIT A

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

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

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

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

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

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

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

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation
State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	8-18-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PW ITB 6414-25 On Call Dive Services for Upriver Dam
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This On Call service contract is to provide the Upriver Hydroelectric Project with emergency dive response and O&M services for a period of 3 years, with a one year renewal option. This contract will be a Not To Exceed (NTE) amount of \$100,000.00 per year. The Upriver Hydroelectric Project is undertaking a few large projects over the next 5-6 years that will require diver assistance for inspections, repairs, and consultation. These projects include the FERC Relicensing and the Comprehensive Assessment Report recommendations, as well as Tainter Gate replacement and structural repairs.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000.00</u> Current year cost: NTE \$100,000.00 Subsequent year(s) cost: NTE \$100,000.00 per year	
Narrative: <u>This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Water Dept CIP, 4100-42460-34148-54201-99999	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

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

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

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

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

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

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

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

Council Subcommittee Review

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

Bid Response Summary

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

Comments

Question Responses

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

4. AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will begin on or around September. This date may change based on the City's process.	I acknowledge
5. EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
6. GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge
7. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
8. REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
9. CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
10. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
11.1 CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Casey Jones 208-659-3313 casey@ausdiving.com
11.2 CONTRACTOR CONTACT INFORMATION	Please indicate the name and email address for the person who is authorized to sign the contract that would be awarded from this bid	Samantha Cumpton 509-934-9619 Samantha@ausdiving.com
12. ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
13. INSURANCE	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I acknowledge
a.	Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.	I acknowledge

b.	General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.	I acknowledge
b. i.	Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge
c.	Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge
d.	Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge
PUBLIC WORKS REQUIREMENTS		
A	The work under this contract is classified as routine maintenance under state law.	I acknowledge
1	A payment/performance bond is NOT required	I acknowledge
2	Statutory retainage is NOT required	I acknowledge
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes

1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 - indicate whether you are exempt, have taken the training or have not taken the training.	Exempt
G.	Prevailing Wages Multi-Year Contracts and Extensions	Yes
1.	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I acknowledge and I agree
GENERAL CONDITIONS		
1.	Contractor acknowledges that they have read and understand the Terms & Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS		
1. PERFORMANCE	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
2. 1 SCOPE OF WORK	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
2.2 SCOPE OF WORK	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
2.4 Scope of Work	If necessary and acceptable for the elements of the work, the use of a remotely operated vehicle (ROV) may be acceptable. The video camera shall have a live feed to a monitor in the dive boat. If the contractor intends to use a ROV instead of divers, a work plan shall be provided with the written quote to be reviewed and approved by the city.	I acknowledge
2.5.1 SCOPE OF WORK - Access	Boat access to the reservoir/forebay side of the dam spillway and powerhouses is available by the City's concrete boat ramp located approximately 300 feet south of the dam. There is foot access but no boat access to the tailrace side of the dam spillway and powerhouses within the Upriver facility property.	I acknowledge
2.5.2 SCOPE OF WORK - Access	The Contractor shall provide room in the dive boat for the City's representative to watch the monitor during the inspection.	I acknowledge
2.6 SCOPE OF WORK - Storage	Contractor may store vehicles and equipment adjacent to the boat launch at the dam. This area is not available to the public; however, the city will not be held responsible for any loss, damage or injury that may occur while vehicles and equipment are stored, operated or accessed at this facility.	I acknowledge

2.7.a SCOPE OF WORK - Site conditions	The dam spillway gates are not usually opened until the river flow exceeds 8,000 cfs as measured by an on-site channel flow meter. Statistically, the river flows remain below 6,000 cfs from the start of the summer through the end of the calendar year. The typical flow during the specified work period is 700 to 4,000 cfs. No guarantees are made nor implied.	I acknowledge
2.7.b SCOPE OF WORK - Site conditions	Diving contractor will coordinate schedules with the city and the City's Construction contractor.	I acknowledge
2.7.c SCOPE OF WORK - Site conditions	The dam gates will be locked out during the spillway portion of the inspection. During the spillway inspection, the river will flow through one or two powerhouses, depending on flow and operating conditions, which are located approximately 1,600 feet (canal length) from the dam work area. During the power canal inspection, the powerhouse turbines will be shut down and locked out and river flow will be diverted through the spillway, maintaining the operating pool to 1927 feet City datum at all times.	I acknowledge
2.8 SCOPE OF WORK - Inspection Level	Contractor will perform a Level I/II inspection as described on pages 6-7 and in Appendix B of Underwater Inspection Plan in document Section.	I agree
2.9 SCOPE OF WORK - Background	I have downloaded and read Document Underwater inspection Plan.	I agree
2.10 SCOPE OF WORK - Deliverables	Contractor will submit a thorough dive plan that considers both safety and the inspection objectives for City approval prior to beginning work. The dive plan shall include the approach and diver path.	I agree
3. Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge
BID		
1. BID OFFER	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
2. ADDENDA	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	AS OF 07/31 - 0
3. WITHDRAWAL OF BID	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
4. SUBCONTRACTORS	Download and complete the Subcontractor List in the "Documents" tab and upload it. You will not be able to subcontract with a company if it is not listed on this form and submitted with your response.	Subcontractor List under \$1M.pdf
5	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" Upload Here. If not uploaded here, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	PWITB#~1.DOC
CONTRACTOR RESPONSIBILITY		

1.	Provide Washington State Contractor's Registration No.	ASSOCUS972BA
2.	Provide Contractor's U.B.I. Number	602 256 846
3.	Provide Contractor's Washington Employment Security Department Number	216166-00-0
4.	Provide Contractor's Washington Excise Tax Registration Number	68-0534168
5.	Provide Contractor's City of Spokane Business Registration Number	T11039980BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
1.	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge

Pricing Responses

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

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

SUBCONTRACTOR LIST

PROJECT NAME: Project # 6414-25

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

CONTRACTOR/SUPPLIER GRAVITY MARINE

TYPE OF WORK/BID ITEM ROV & SONAR SERVICES

AMOUNT TBD based on scope of work and tasks requested

CONTRACTOR'S REGISTRATION NO. 602-840-806

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



AUS

ASSOCIATED UNDERWATER SERVICES

Experience with Underwater Repair and Rehabilitation of Hydroelectric Structures

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

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

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

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

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

AUS



MASTER SERVICE AGREEMENTS

MULTI-YEAR
DIVING CONTRACTS &
MSA

WORK SCOPE & SUMMARY

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

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

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

CLIENT REFERENCES

CITY OF SEATTLE

OWNER: CITY OF SEATTLE, WA. **CONTRACT DATES:** 2017 - CURRENT.

POINT OF CONTACT: RYANE MAR, RYANE.MAR@SEATTLE.GOV

GRANT COUNTY PUBLIC UTILITIES

OWNER: GRANT COUNTY PUD. **CONTRACT DATES:** 2014 - CURRENT

POINT OF CONTACT: WHITNEY FIELD, WFIELD@GCPUD.ORG

KING COUNTY

OWNER: KING COUNTY, WA. **CONTRACT DATES:** 2021 - 2023

POINT OF CONTACT: JANELLA C., JCAMINOS@KINGCOUNTY.GOV

CITY OF TACOMA

OWNER: CITY OF TACOMA, WA. **CONTRACT DATES:** 2017 - CURRENT

POINT OF CONTACT: JON S., JSIGAFOO@CITYOFTACOMA.ORG

KITSAP TRANSIT

OWNER: KITSAP TRANSIT. **CONTRACT DATES:** 2023 - CURRENT

POINT OF CONTACT: ANDREA CAREY, ANDREAC@KITSAPTRANSIT.COM

AVISTA UTILITIES

OWNER: AVISTA UTILITIES. **CONTRACT DATES:** 2010 - CURRENT

POINT OF CONTACT: RYAN BEAN, RYAN.BEAN@AVISTACORP.COM

CITY OF SALEM

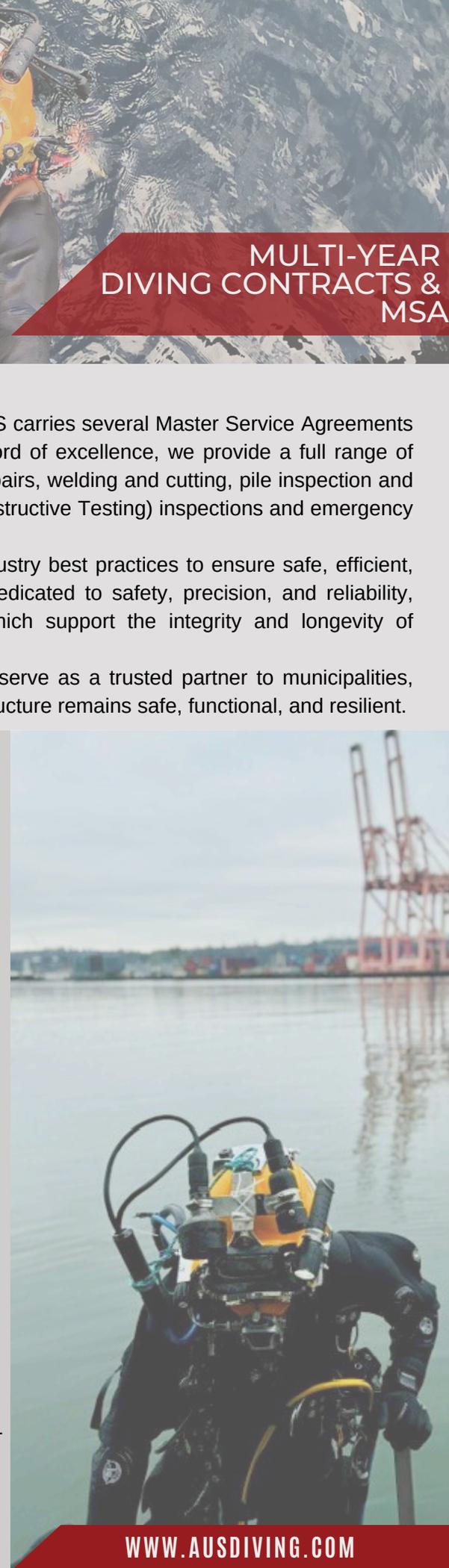
OWNER: CITY OF SALEM, OR. **CONTRACT DATES:** 2018 - CURRENT

POINT OF CONTACT: JENNIFER BARTELS, JBARTELS@CITYOFSALEM.NET

CITY OF EVERETT

OWNER: CITY OF EVERETT, WA. **CONTRACT DATES:** 2024 - CURRENT

POINT OF CONTACT: MIKE ROBINSON, MROBINSON@EVERETTWA.GOV





AUS
ASSOCIATED UNDERWATER SERVICES



GRANT COUNTY PUD

MASTER SERVICE AGREEMENT

WORK SUMMARY & SCOPE

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

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

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

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

PROJECT OWNER: GRANT COUNTY PUD

PLACE OF PERFORMANCE: CENTRAL WA

PERIOD OF PERFORMANCE: 2011 - CURRENT

CONTRACT AMOUNT: \$1,449,462.50

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



AUS
ASSOCIATED UNDERWATER SERVICES



NORTHWESTERN ENERGY MASTER SERVICES AGREEMENT

UNDERWATER
INSPECTIONS
&
GENERAL DIVING

WORK SCOPE & SUMMARY

PROJECT OWNER:
NORTHWESTERN ENERGY

PLACE OF PERFORMANCE:
MONTANA

PERIOD OF PERFORMANCE:
2017 - CURRENT

CONTRACT AMOUNT:
\$150,000 ANNUALLY

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

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

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

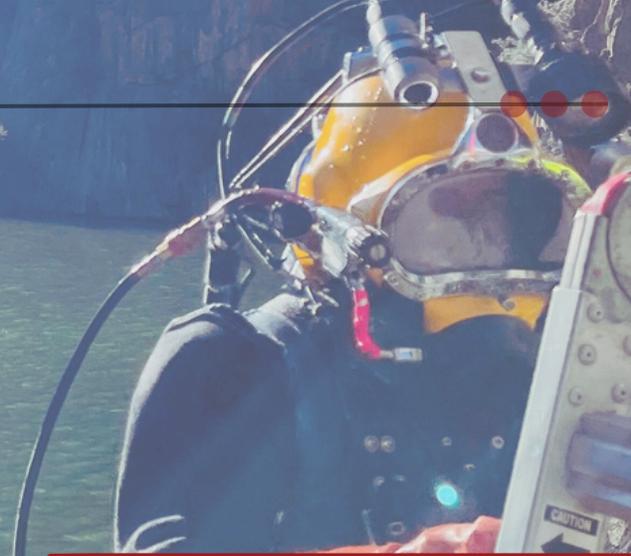
- Dive Inspections -ROV Inspections
- Gate Sealing -Underwater Welding
- Sill Sweeps -Rigging -Trash Rack Repairs





AUS

ASSOCIATED UNDERWATER SERVICES



WE PROVIDE CUSTOMIZED SOLUTIONS FOR YOUR UNDERWATER SERVICE NEEDS

TUNNEL & HYPERBARIC SERVICES

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

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

UNDERWATER INSPECTIONS & SURVEYING

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

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

HYDROGRAPHIC & TECHNICAL SERVICES

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

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

COMMERCIAL DIVING & UNDERWATER CONSTRUCTION

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

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



AUS
ASSOCIATED UNDERWATER SERVICES

WE PROVIDE CUSTOMIZED SOLUTIONS FOR YOUR UNDERWATER SERVICE NEEDS

COMMERCIAL DIVING & UNDERWATER CONSTRUCTION

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

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

HYDROGRAPHIC & TECHNICAL SERVICES

AUS performs advanced subsea geo-technical surveys & studies.

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

WWW.AUSDIVING.COM



UNDERWATER INSPECTIONS & SURVEY

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

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

TUNNEL & HYPERBARIC SERVICES

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

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

EXCEEDING INDUSTRY STANDARDS



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

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

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight? The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving public bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".
Part O: Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

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

PROJECT DETAIL

Bidder's Company Name ASSOCIATED UNDERWATER SERVICES INC		Bidders Contact Name & Phone Number CASEY JONES / 208-659-3313	
Project Name GRANT COUNTY PUD MSA		Project Contract Number 430-10199	
Project Owner GRANT COUNTY PUD NO. 02		Project Location MULTIPLE DAMS IN CENTRAL WASHINGTON PRIEST RAPIDS, WANAPUM, OSULLIVAN	
Project Owner Contact Name & Title WHITNEY FIELD HYDRO MAINTENANCE		Owner's Telephone Number 5509-793-1584	
Notice to Proceed Date 05/22/2020	Final Completion Date STILL ACTIVE CONTRACT / EXPECTED CONTRACT END DATE IS 12/31/2025	Awarded Contract Value \$ 699,462.50	Final Contract Price \$ 1,449,462.50
Prime Contractor Name (If Not Bidder) AUS DIVING IS THE PRIME		Contractor Contact Name & Phone Number (If Not Bidder) – NOT APPLICABLE	
Brief Project Description – Associated Underwater Services (AUS) provides on-call commercial diving services to Grant County PUD under a multi-year Master Service Agreement.			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications – Work is performed at multiple hydroelectric facilities, including Priest Rapids Dam, Wanapum Dam, and O'Sullivan Dam. Tasks include gate sealing, fish ladder maintenance, sill sweeps, underwater instrumentation installations, and structural inspections—often at depths up to 150 feet. AUS also supports specialty projects such as anchor removal at Sunland Cove, underwater vessel inspections, and bridge inspections at Beverly Bridge. All work is completed in compliance with industry safety standards and documented through detailed reports.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

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

PROJECT DETAIL

Bidder's Company Name ASSOCIATED UNDERWATER SERVICES INC		Bidders Contact Name & Phone Number CASEY JONES / 208-659-3313	
Project Name City of Seattle Diving Services		Project Contract Number 0000006392	
Project Owner The City of Seattle – Contracting		Project Location Boundary, Skagit, Cedar Falls & South Fork	
Project Owner Contact Name & Title David McLean / Purchasing		Owner's Telephone Number 206-684-0445	
Notice to Proceed Date 01/27/2025	Final Completion Date 01/31/26 (with 4 one- ye extension options	Awarded Contract Value \$ NA – T&M Contract	Final Contract Price \$ NA Still in progress
Prime Contractor Name (If Not Bidder) AUS DIVING IS THE PRIME		Contractor Contact Name & Phone Number (If Not Bidder) – NOT APPLICABLE	

Brief Project Description –
Associated Underwater Services, Inc. (AUS) provides the City of Seattle and Seattle Public Utilities with on-call emergency diving services, scheduled maintenance, and remote operated vehicle (ROV) inspections under an active Master Services Agreement and we also held the previous MSA going back to 2017.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications – AUS supports a wide range of underwater operations across SPU-managed facilities, including dam infrastructure and water conveyance systems. Services include:

- Dam Diving Inspections
- ROV Inspections of Intakes, Tunnels, and Outfalls
- Gate Sealing and Sill Sweeps
- Underwater Welding and Structural Repairs
- Trash Rack Repairs and Debris Removal
- Heavy Rigging and Retrieval Operations
- Outfall Inspections and Repairs

AUS's experienced dive teams operate in challenging conditions including confined spaces, low visibility, and high-flow environments, while adhering to OSHA, ADCl, and City of Seattle safety standards. All work is documented through comprehensive reports, supporting SPU's asset management and regulatory compliance.

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

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

PROJECT DETAIL

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

Project Name Avista Corp.	Project Contract Number R-40162
------------------------------	------------------------------------

Project Owner Avista Corp.	Project Location Multiple Locations – 9 Mile, Post Falls, Monroe St
-------------------------------	--

Project Owner Contact Name & Title Ryan Bean / Plant Ops Manager	Owner's Telephone Number 509-495-2326
---	--

Notice to Proceed Date 07/07/2015	Final Completion Date 03/31/2026	Awarded Contract Value \$ 25,000 (based on T&M rates)	Final Contract Price \$ 95,000
--------------------------------------	-------------------------------------	--	-----------------------------------

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

Brief Project Description –
Associated Underwater Services, Inc. (AUS) maintains an ongoing Master Services Agreement with Avista Corporation, providing both on-call emergency response and scheduled underwater maintenance at multiple hydroelectric facilities. Service locations include Nine Mile Dam, Post Falls Dam, Cabinet Gorge, Noxon Rapids, and Monroe Street Dam.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications – AUS supports Avista's operations with a full range of commercial diving and ROV capabilities, ensuring reliability and regulatory compliance of critical infrastructure. Representative tasks include:

- Dive Inspections
- Remote Operated Vehicle (ROV) Surveys
- Gate Sealing and Sill Sweeps
- Underwater Welding and Rigging
- Trash Rack Repairs and Debris Removal
- Pipeline and Intake Structure Surveys
- Pressure Washing of Dam and Intake Structures

AUS's experienced dive teams work in a range of environmental conditions, including deep water, confined spaces, and high-flow environments. All operations are completed in strict adherence to OSHA 29 CFR 1910 Subpart T, ADCI consensus standards, and Avista's internal safety protocols. Detailed reports accompany each task to support asset maintenance and long-term operational planning.



ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

ASSOCIATED UNDERWATER SERVICES

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2025



MEMBER # 2085

Phil Newsum
Executive Director

www.adc-int.org



< Business Lookup

License Information:

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

Entity name: ASSOCIATED UNDERWATER SERVICES, INC.

Business name: ASSOCIATED UNDERWATER SERVICES, INC.

Entity type: Profit Corporation

UBI #: 602-256-846

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3901 E FERRY AVE
SPOKANE WA 99202-4645

Mailing address: 3901 E FERRY AVE
SPOKANE WA 99202-4645

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Port Townsend General Business - Non-Resident	013214			Active	Dec-31-2026	Jul-07-2020
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jul-26-2022
Snohomish General Business - Non-Resident				Active	Dec-31-2026	Jul-06-2020
Spokane General Business	T11039980BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Jul-07-2020
Walla Walla General Business - Non-Resident				Active	Dec-31-2026	Jul-07-2020

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Yakima General Business - Non-Resident	BLS210089			Active	Dec-31-2026	Jul-06-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DONOHUE, KERRY	
DONOHUE, NANCI	

Registered Trade Names

Registered trade names	Status	First issued
ASSOCIATED UNDERWATER SERVICES INC	Active	Dec-13-2022

The Business Lookup information is updated nightly. Search date and time: 3/4/2026 9:51:39 AM

Contact us

How are we doing?
Take our survey!

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2025

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

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

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 5400 SW Meadows Road, Suite 240 Lake Oswego, OR 97035	CONTACT NAME: Brendan Duncan PHONE (A/C, No, Ext): 503-943-6621 E-MAIL ADDRESS: bduncan@mcgriff.com	FAX (A/C, No): 501-748-3878													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Underwriters At Lloyd's</td> <td>32727</td> </tr> <tr> <td>INSURER B :The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C :Great American Alliance Insurance Company</td> <td>26832</td> </tr> <tr> <td>INSURER D :American Equity Insurance Company</td> <td>43117</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Underwriters At Lloyd's	32727	INSURER B :The Travelers Indemnity Company of Connecticut	25682	INSURER C :Great American Alliance Insurance Company	26832	INSURER D :American Equity Insurance Company	43117	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Underwriters At Lloyd's	32727														
INSURER B :The Travelers Indemnity Company of Connecticut	25682														
INSURER C :Great American Alliance Insurance Company	26832														
INSURER D :American Equity Insurance Company	43117														
INSURER E :															
INSURER F :															
INSURED Associated Underwater Services, Inc 3901 E Ferry Ave Spokane, WA 99202															

COVERAGES **CERTIFICATE NUMBER:**BHW8Z7R5 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Marine General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			12886TL25	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 WA STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0T883978-25-SEL	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			13990TL25	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS@LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC409245211	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	USL&H			ALMA01139-08	12/31/2025	12/31/2026	See WC EL Limits \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written contract subject to policy terms, conditions and exclusions.
 A Waiver of Subrogation in favor of the certificate holder applies as required by written and signed contract subject to policy terms, conditions, limits, and exclusions.
 Coverage shown above is primary and non-contributory where required by written contract.

CERTIFICATE HOLDER City of Spokane Water & Hydroelectric Services 914 E North Foothills Dr Spokane, WA 99207	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



EVIDENCE OF PROPERTY INSURANCE

BHW8Z7R5

DATE (MM/DD/YYYY)

12/12/2025

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

AGENCY McGriff, a Marsh & McLennan Agency LLC Company 5400 SW Meadows Road, Suite 240 Lake Oswego, OR 97035 Brendan Duncan	PHONE (A/C, No, Ext): 503-943-6621	COMPANY THE TRAVELERS INDEMNITY COMPANY
FAX (A/C, No): 501-748-3878	E-MAIL ADDRESS: bduncan@mcgriff.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Associated Underwater Services, Inc 3901 E Ferry Ave Spokane, WA 99202	LOAN NUMBER	POLICY NUMBER I-660-0T884072-IND-25
	EFFECTIVE DATE 12/31/2025	EXPIRATION DATE 12/31/2026
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Tenant's Improvements and Betterments	108,400	500
Business Personal Property	85,592	
Business Income (without Extra Expense)	225,000	

REMARKS (Including Special Conditions)

--

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Spokane Water & Hydroelectric Services 914 E North Foothills Dr Spokane, WA 99207	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/20/2026

Clerk's File #

OPR 2025-0458

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

MIKE FORBES 509-435-7029

Requisition #**Contact E-Mail**

MFORBES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS BWILKERSON

Sponsoring at Administrators Request

NO

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

SREC CAD ILA AMENDMENT

Agenda Wording

The purpose of this amendment is to extend the ILA (OPR 2025-0458) between the City of Spokane and Spokane Regional Emergency Communications (SREC) for SREC's use of the City owned CAD system to April 30th, 2027.

Summary (Background)

In 2025 the City and SREC entered into an agreement to retroactively reimburse the City for previous year CAD related costs as well as reimburse the City for 2025 costs. It is the intent to extend this agreement until April 30th, 2027 to allow SREC continued access to the CAD while both parties transition to new CAD systems.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$ N/A	
Current Year Cost		\$ N/A	
Subsequent Year(s) Cost		\$ N/A	
<u>Narrative</u>			
Allow SREC continued use of the City's owned CAD system.			
Amount		Budget Account	
Revenue	\$ 2025-2026: \$92,929.65, 2026-2027:	#	1970-35210-99999-34280-99999
Select	\$	#	
Funding Source N/A			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	DAHL, LANCE		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Lori Markham lori.markham@srec911.org		Mike Forbes mforbes@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Tom Williams tmwilliams@spokanecity.org	

Public Safety Committee Agenda Checklist

Meeting Date: 03/02/2026

Agenda Option: Consent

If Discussion, Duration: Click or tap here to enter text. minutes

Contact Person: Mike Forbes

Contact Phone and Email: mforbes@spokanecity.org, 509-435-7029

Agenda Item Type: Contract Item

Bid or Requisition # if applicable (**Mandatory for Purchasing Contracts**): Click or tap here to enter text.

Council Sponsors: **CM Telis** **CP Wilkerson** Choose an item.

Lease? No

Grant Related? No

Public Works? No

Agenda Item Name (Begin with Dept #): 1970 Fire – SREC CAD ILA Amendment

Agenda Wording (No Acronyms): The purpose of this amendment is to extend the ILA (OPR 2025-0458) between the City of Spokane and Spokane Regional Emergency Communications (SREC) for SREC's use of the City owned CAD system to April 30th, 2027.

Summary (Background) (No Acronyms): In 2025 the City and SREC entered into an agreement to retroactively reimburse the City for previous year CAD related costs as well as reimburse the City for 2025 costs. It is the intent to extend this agreement until April 30th, 2027 to allow SREC continued access to the CAD while both parties transition to new CAD systems.

Approved in current year budget? N/A

Total Cost: Click or tap here to enter text.

Current Year Cost: Click or tap here to enter text.

Subsequent Year(s) Cost: Click or tap here to enter text.

Narrative (**255 character max**): Allow SREC continued use of the City's owned CAD system.

Funding Source (Occurrence): Choose an item.

Specify Funding Source: Choose an item.

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence: N/A

Other Budget Impacts: (revenue generating, match requirements, etc.) Click or tap here to enter text.

Amount: Revenue

\$:2025-2026: \$92,929.65, 2026-2027: \$97,313.21

Budget Code: 1970-35210-99999-34280-99999

What impacts would the proposal have on historically excluded communities? Click or tap here to enter text.

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? Click or tap here to enter text.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Click or tap here to enter text.

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? Click or tap here to enter text.

Council Subcommittee Review: (Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not) Click or tap here to enter text.

Distribution List:

Name

Email Address

Lori Markham (Signer) lori.markham@srec911.org

Mike Forbes Click or tap here to enter text.

Fire Accounting Click or tap here to enter text.

Tom Williams Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text.

Additional Notes: Click or tap here to enter text.



City of Spokane

**INTERLOCAL AGREEMENT
AMENDMENT / EXTENSION**

**Title: CITY OF SPOKANE AND SPOKANE REGIONAL
EMERGENCY COMMUNICATIONS REGARDING THE
USE OF A FIRE DISPATCH COMMUNICATION AIDED
DISPATCH SYSTEM**

This Interlocal Agreement Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Spokane Regional Emergency Communications**, whose address is 12809 East Mirabeau Parkway, Spokane Valley, Washington 99216, as ("**SREC**"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into an Agreement to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT Services; and

WHEREAS, additional time has been requested, so the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 26, 2025, and August 5, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on January 1, 2026, and shall end April 30, 2027

3. COMPENSATION.

The City shall bill SREC for the use of the CAD System and related IT Services on an annual basis, For the period May 1, 2025 – April 30, 2026, the City shall bill SREC the sum of **NINETY-TWO THOUSAND NINE HUNDRED TWENTY-NINE AND 65/100 DOLLARS (\$92,929.65)**. For the period May 1, 2026 – April 30, 2027, the City shall bill SREC the sum of **NINETY-SEVEN THOUSAND SIX HUNDRED THIRTEEN AND 21/100 DOLLARS (\$97,313.21)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written

authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

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:

N/A

26-013a

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/25/2026

Clerk's File #

OPR 2026-0229

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

POLICE

Bid #

6433-25

Contact Name/Phone

TRACIE MEIDL 4162

Requisition #

CR 28018

Contact E-Mail

TMEIDL@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

POLICE AND COMMUNITY ENGAGEMENT SERVICE CONTRACT

Agenda Wording

SPD has desired to establish a new pilot program to expand community engagement efforts. SPD issued solicitation 6433-25 and after evaluation determined to award a contract to Mujeres in Action (MiA)

Summary (Background)

SPD is interested in strengthening the relationship with community members and this new pilot program is intended to deepen relationship with the community.

What impacts would the proposal have on historically excluded communities?

MiA has strong ties to historically excluded communities and will help build a bridge between SPD and these communities

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

The contract requires regular reporting from MiA related to this program.

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

MiA has several existing projects and utilizes their existing expertise to collect data related to this service.

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 SPD goals for enhanced community engagement.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 120,000.00		
Current Year Cost	\$ 120,000.00		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Included in the current budget.			
Amount			
Budget Account			
Expense \$ 120,000.00	# 068011310213905420199999		
Select \$	#		
Funding Source One-Time			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Ana Trusty (Signer) atrusty@miaspokane.org		spdfinance@spokanepolice.org	
Sebastian Ruiz sebastianr@miaspokane.org		karmstrong@spokanepolice.org	
khall@spokanepolice.org		jnechanicky@spokanecity.org	
dloucks@spokanepolice.org		Maggie Yates - myates@spokanecity.org	



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **GRANT #6433-25 SPOKANE POLICE DEPARTMENT & COMMUNITY ENGAGEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **M.I.A. SPOKANE dba MiA – MUJERES IN ACTION**, whose address is 318 East Rowan Avenue, Suite 208, Spokane, Washington 99207, as (“Organization”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is for the Organization to provide Community Partnership Engagement with the Spokane Police Department (SPD) to address Barriers and Social Gaps between SPD and Spokane’s Latine and Immigrant Communities; and

WHEREAS, the SPD along with MiA through Community Engagement will have capacity and experience to deepen relationships, trust and engagement between diverse cross-sections of the community and the Spokane Police Department, in accordance with GRANT – NOFA #6433-25 Spokane Police Department & Community Engagement Bid Response Summary dated August 27, 2025.

-- 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 the signature of both parties and shall continue for a period of twelve (12) months, terminating automatically at the end of such twelve-month period, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Organization shall begin the work outlined in the “Scope of Work” (“Work”) upon the date of final execution of the Agreement by both Parties. 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. At the request of either party time limits may be extended by the City, in writing, for the City’s convenience or conditions beyond the Organization’s control.

3. SCOPE OF WORK:

- **Organization agrees to work to achieve the following program goals and desired outcomes as detailed in EXHIBIT C:**
- **Deepen community relationships, communication, and partnership with the Spokane Police Department to improve community safety.**

- **Support underserved populations, improve public safety, and foster community resilience through trauma-informed and holistic service delivery.**
- **Enhance engagement with historically marginalized communities to improve trust, legitimacy, and public safety.**
- **Organization is required to submit monthly KPI reports as well as present quarterly as requested by the City.**

4. REPORTING

In accordance with the Scope of Work, reporting requirements are established as follows:

- **Organization shall submit monthly reports to Spokane Police Department by the 15th of each month, detailing progress from the previous month's scope of work.**
- **Reporting shall include but not limited to, the following quantitative and qualitative metrics:**
 - The number of contacts with domestic violence or sexual assault survivors who are limited-English-proficiency, jointly attended by SPD and Mia, or referred to Mia by SPD.
 - Organization observations about SPD response in the field
 - Officer feedback about the Organization's services during DV calls
 - Community feedback on Spokane Police interactions
 - Number of officers trained on cultural competency and trauma-informed service
 - Officer feedback about trainings
 - Number of collaborative meetings between SPD and the Organization
 - Summary of collaborative meetings
 - Number of listening sessions & surveys hosted with community
 - Number of referrals made to SPD by the organization
 - Community/Organization participant feedback

Monthly report form shall be provided by Spokane Police Department.

5. COMPENSATION / PAYMENT.

Total compensation for the Organization's services under this Agreement shall not exceed **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)**, unless modified by a written amendment to this Agreement.

The Organization shall submit its applications for payment to City Department, City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260. **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.

6. 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.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

9. 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 an 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. The City shall defend, indemnify, and hold the Organization 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 City's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the City to indemnify the Organization against and hold harmless the Organization from claims, demands or suits based solely upon the negligence of the Organization, 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.

10. 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.
- D. **Professional Liability (E&O) Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. If coverage is to be provided on a claims-made basis, the Organization shall warrant that any policy retroactive date precedes the effective date of the Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.
- E. **Sexual Abuse and Molestation Insurance** with limits of not less than \$1,000,000 occurrence or claim / \$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the 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 the 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 people, or employees of the 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.

**M.I.A. SPOKANE
dba MiA MUJERES IN ACTION**

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 Bid Response Summary to GRANT 6433-25 dated August 27, 2025.
- Exhibit C – Scope of work deliverables

25-251c

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 C

Scope of work deliverables

- Goal 1: Deepen community relationships, communication, and partnership with the Spokane Police Department to improve community safety.
- Goal 2: Support underserved populations, improve public safety, and foster community resilience through trauma-informed and holistic service delivery.
- Goal 3: Enhance engagement with historically marginalized communities to improve trust, legitimacy, and public safety.

Goal 1: Deepen community relationships, communication, and partnership with the Spokane Police Department to improve community safety.

Deliverables:

1. MEDIA: Review SPD existing Domestic Violence (DV) resources (website, brochure) and suggest ways to make them more readable and effective for vulnerable populations.
2. MEDIA: Create videos (approved by SPD) that explain what DV is, how the law works, and how to get help.
3. COLLABORATION: Provide monthly updates with suggested collaborations and improvements.
4. TRAINING: Develop roll-call training for officers in partnership with the DV Unit, SVU, and Victim Advocate. This training would include helping officers to provide the best trauma-informed service to victims when responding to calls for service involving DV and SA.
5. TRAINING: The cultural competency training for officers will include:
 - a. Cultural Awareness
 - b. Latine/Immigrant concerns about immigration
 - c. How to assess if a person needs a translator.
 - d. How to access translation services.
 - e. Non-verbal communication techniques that make victims feel safer when speaking with officers.

Goal 2: Support underserved populations, improve public safety, and foster community resilience through trauma-informed and holistic service delivery AND provide education about intimate partner/domestic violence/resources/healthy relationships

Suggested Actions:

1. OUTREACH: Provide education through multiple presentations in the community where MiA staff provides info about intimate partner/domestic violence/resources/healthy relationships. These presentations could reach the community where SPD may struggle. This would be in addition to presentations to Spanish-speaking individuals in community settings. These presentations would be

for vulnerable communities of all races and ethnicities and language backgrounds.

Examples:

- Teens in local schools
 - Juvenile probation – youth in custody and youth that are in various programs
 - Foster teens from other countries served by Lutheran Community Services, Salvation Army, and Embrace WA.
 - Individuals experiencing homelessness, including those served at Women’s Hearth and/or other programs tailored to assist women.
 - Refugees and immigrants being served at nonprofits like World Relief, International Rescue Committee, Thrive International, and Refugee and Immigrant Connections.
 - Community Center settings like Carl Maxey Center, MLK Center, NECC, American Indian Community Center, etc.
 - Mentorship programs specifically designed for people of color
2. SERVICES AT MiA: MiA will continue to provide ongoing and current services to victims.
 3. OUTREACH: MiA will provide education about Washington State DV laws with community members, addressing misconceptions, in order to prevent DV incidents. For example, explaining to families that extended family members count as DV. “If you hit your cousin, that’s a DV assault.” This could be especially helpful to immigrant communities who have extended family living with them.
 4. SERVICES AT MiA: Provide a link to law enforcement services on their website, and assist crime victims in filling out online reports and call-in reports at their office.
 5. OUTREACH: Provide information about the prevention of all crime, not just DV and SA.

Goal 3: Enhance engagement with historically marginalized communities to improve trust, legitimacy, and public safety.

Suggested Actions:

1. OUTREACH: (Of note, one of the biggest obstacles for immigrant, refugee, and Spanish-speaking populations in reporting crime is fear of ICE.) MiA staff will hold multiple presentations in the community where they provide info about the role of SPD vs the role of ICE. SPD has information from the Chief in various languages, and MiA staff will share these documents, along with other materials, with the community.
2. MEDIA: Create a video (approved by SPD) that explains the process in seeking help from the police and communicates that SPD does not enforce and is not involved in immigration matters.
3. OUTREACH: MiA and SPD will develop a survey for participants of outreach presentations to gain information about concerns not addressed, various issues, how helpful the presentation was, etc.
4. OUTREACH: MiA and SPD will develop a follow-up survey for victims of DV and/or

SA who received services, to gain information about their experience with Spokane Police Department and victim services provided by MiA.

Bid Response Summary

Bid Number GRANT 6433-25
Bid Title Spokane Police Department & Community Engagement NOFA
Due Date Tuesday, September 2, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company MiA Mujeres in Action
Submitted By Ana Trusty - Wednesday, August 27, 2025 1:13:02 PM [(UTC-08:00) Pacific Time (US & Canada)]
 atrusty@miaspokane.org

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	#1	Confirm that you have read and understand the document titled "GRANT 6433-25 SPD and Community Engagement NOFA" in the Documents tab.	Yes
GRANT DOCUMENTS TO UPLOAD			
	#1	Upload Completed Response/Proposal here	MiA 8.25 SPD Grant Narrative.pdf
	#2	Upload other required document (s) here.	MiA 8.25 SPD - Risk Assessment.pdf
	#3	Upload other required document(s) here	MiA 24_23 Financial Statements.pdf
	#4	Upload other required document(s) here	MiA 23 990.pdf
	#5	Upload other required document(s) here	MiA 25 Financial_ClientConfidentiality_Procurement.pdf

MiA - Mujeres in Action

Community Engagement Project

TABLE OF CONTENTS

ORGANIZATION INFORMATION	1
MANAGEMENT PROPOSAL	2
MANAGEMENT RESPONSE	2
RACIAL EQUITY AND CLIENT ENGAGEMENT	4
PROGRAM OVERVIEW AND EVALUATION	6
STAFFING PLAN	8
COST PROPOSAL	10
BUDGET	10

ORGANIZATION INFORMATION

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

Organization Name: MiA - Mujeres in Action (MiA)
Contact: Ana Trusty, Executive Director
Principal Place of Business: 318 E Rowan Ave, Suite 208, Spokane, WA 99207
Telephone Number: 509-599-5527
Email: atrusty@miaspokane.org

- **Identification of any current or former employees from the City of Spokane employed by or on the applicants governing board as of the date of the proposal or during the previous twelve (12) months.**

There are no current or former City employees who are 1) on MiA's staff, 2) on the Board of Directors as of the date of application or during the previous twelve (12) months.

- **Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the City of Spokane.**

MiA is a 501(c)(3) organization that is licensed to do business in the City of Spokane and State of Washington, and MiA meets the minimum qualifications for the grant, including insurance requirements.

The organization attests that MiA and staff will comply with all terms and conditions set forth in the Notice of Funding Availability, any necessary background checks and clearance limitations, and reporting and programmatic requirements of the grant.

MANAGEMENT PROPOSAL

MANAGEMENT RESPONSE

1. A brief history of the applying organization's programs and accomplishments as they pertain to its ability to accomplish the objectives and goals in this grant application.

Founded in 2018, MiA provides trauma-informed services, support, and advocacy to Latine and immigrant survivors of domestic violence (DV) and sexual assault (SA). MiA serves low-income, underserved Latine and immigrant survivors of DV/SA in the City of Spokane.

MiA is the only organization providing culturally specific services primarily to Latine and immigrant survivors of DV/SA in Spokane. Our programs include trauma-informed and holistic crisis response, safety planning, system navigation, mental healthcare, transitional housing, support groups, and more to increase individual, family, and community safety and resilience.

MiA is a community-based, Latine-led, culturally-specific organization serving underserved community members. 90%+ of our clients are BIPOC, and about 80% of our clients are Latine.

MiA has partnered with SPD since our founding. We have provided cultural competency training to SPD. In the past we translated on DV calls. Last year, we provided training, outreach, and education to 1,400+ service providers, agency staff, law makers, and community members! We continue to seek ways to build trust and collaboration with SPD, such as with the proposed project.

2. What makes your organization the most qualified for selection?

MiA has earned the trust of our Latine community and other immigrant communities as the go-to provider for DV/SA support. Our expertise, lived experience, trust, and deep commitment to serving underserved, marginalized Spokane communities make us the most qualified for selection.

Spokane is facing upheaval, stress, and concern about ICE's increasing deportations. Spokane's Latine and immigrant DV survivors, already disproportionately impacted, are even more fearful to get help and are now more vulnerable than ever.

This is an urgent issue. Cultural and language barriers significantly compound these challenges, creating a cycle of barriers to reporting, getting support, communicating with police, and accessing protection.

3. What constraints, limitations or restrictions will impact the project performance and how do you propose to overcome them?

Barriers include fear and mistrust. MiA overcomes barriers with reputation, trusted messengers, and collaborations with SPD to comprehensively educate participants on SPD's role ensuring safety for all Spokane residents regardless of status. We will bridge the divide, provide immediate practical support, liaise, and strengthen a long-term relationship to restore trust.

4. How will your organization and proposal further the desired outcome of a close and effective relationship between the community served and the Spokane Police Department?

The *Community Engagement Partnership* will strengthen ties between SPD and MiA through collaboration, support with DV callers, direct services provided after the DV incident, and cultural competency training.

RACIAL EQUITY AND CLIENT ENGAGEMENT

1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.

MiA centers racial and social equity, and honors the expertise, relationships, and resilience of those historically impacted by inequalities and systemic hardships. We offer and develop culturally specific, trauma-informed, bilingual programming, training, and education for increased effectiveness and responsiveness, including on cultural awareness, bias, and linguistic accessibility. All of our advocates are prepared to meet survivors off-site as needed. We welcome and collect feedback to identify needs, challenges, and areas for improvement.

Partnerships to Increase Access and Outreach

We build partnerships with other organizations and agencies, including hospitals, public services, and diverse providers, to ensure participants have the best resources and to collaborate (e.g., Nuestras Raices, Manzanita House, If You Could Save Just One, YWCA of Spokane, Transitions, Spokane Regional Domestic Violence Coalition, and Partners With Families & Children). We have partnered with SPD to train on cultural competency.

2. Describe how the applicant's engagement and service delivery model assures access to underserved communities. Include efforts related to service design, staffing, outreach, engagement, and language access.

We are a by and for, community-based organization led by lived experts: We are 100% Latine, Hispanic, or Chicana in our Board; 100% bilingual; 100% Latine in our executive staff. 86% of our staff is Latine/Hispanic. The majority (86%) of our staff members are survivors. Most of our staff is court-impacted. All of MiA's staff members and most volunteers are bilingual. We recruit from the community.

Our responsive services, staff, outreach, and engagement:

- Address service gaps
- Are flexible, accessible, and tailored to the needs of underserved populations (e.g., offering services in multiple languages, providing transportation assistance, having mobile advocates).
- Receive referrals from even the biggest DV providers
- Are free
- Are ADA-accessible, mobile

- Are linguistically accessible with interpreters, translated materials, and interpretive services.
- Provide wide-ranging support, referrals, and system navigation

3. How will the applicant accommodate and make adjustments in response to underrepresented populations and what systems are in place (or will be) to track this data?

MiA will:

- Track quantitative and qualitative metrics, including through data, surveys, listening sessions, in-person, calls, texts, and emails.
- Share with SPD for collaboration and implementing improvements. MiA will make adjustments to policies, procedures, and programs.

PROGRAM OVERVIEW AND EVALUATION

1. Provide a narrative description of your proposal to address the goals of the grant. Make sure to describe how you propose to work closely with the SPD to achieve the three project goals listed in part 2 Scope of Services on Page 5.

MiA proposes the *Community Engagement Partnership* to address barriers and social and cultural gaps between SPD and Spokane's Latine and immigrant communities through three integrated components:

Component 1: Survivor Services

MiA proposes collaborating with SPD to design an approach that includes services and support during and/or after SPD DV calls, to increase underserved survivors' access to services/support and complement Language Line access.

Component 2: Cultural Competency Training

MiA will develop and deliver cultural competency training for SPD officers focused on serving Latine and immigrant survivors of DV. Training will cover cultural context, trauma-informed approaches, immigration concerns, best practices, and Language Line access.

Component 3: Community Education and Collaborative Partnership

MiA will engage in regular collaborative meetings with SPD to ensure our services meet both community and departmental needs. We will evaluate MiA DV visits, adjust training content based on officer feedback, and identify emerging needs. MiA staff will integrate education about SPD resources and rights into existing case management and services, informing survivors about when and how to access police support.

This project directly addresses all three primary aims:

- 1) Deepening SPD-community relationships with marginalized communities through collaboration, arriving at DV calls as trusted messengers, training the force so that more people are comfortable calling SPD for help;
- 2) Supporting underserved populations, improving public safety, and fostering resilience through trauma-informed, holistic, and culturally competent services and delivery through direct services and training to SPD; and

- 3) Enhancing engagement with marginalized communities by training SPD for improved interactions and serving as trusted liaisons to improve trust, legitimacy, and public safety.

2. Provide the quantitative and qualitative metrics you will use to measure success or identify elements for process improvement in real time. Describe how you will collect and report metrics.

Quantitative Metrics (*number of*):

- Collaborative meetings held with SPD
- Officers trained in cultural competency
- Calls/visits to incidents
- Participants educated about SPD resources
- Referrals made to SPD services

Qualitative Metrics:

- Community feedback on police interactions
- Officer feedback on training effectiveness and MiA services
- Survivor satisfaction with support
- Implementation of feedback received from partnership meetings

MiA will collect data through our existing secure database, community surveys, training evaluations, and feedback sessions with both SPD and community members.

STAFFING PLAN

1. Do you currently have staff dedicated to managing fiscal awards? What is your organization's experience, and what is the plan to manage this funding?

MiA's Executive Director will be dedicated at .5 FTE for fiscal management, reporting, DV incident calls/visits, and supervision. MiA has 6+ years of experience administering fiscal awards, including current federal and state funding totaling \$1+ million (including ARPA, Commerce, Office of Crime Victims Advocacy (OCVA), and Washington State Department of Health).

2. Describe the existing staffing model for your organization.

MiA's Executive Director reports to the Board, oversees programs and program directors, and ensures compliance and operational excellence.

3. Describe the staffing model for the proposed efforts to deepen relationships, communication, and trust between the community and SPD.

We have designed this program for maximum partnership development, engagement, communications, and trust by staffing significant time from key staff members:

Executive Director (.5 FTE) - Project management, supervision, SPD relationship building, training development, incident calls/visits.

Community Training & Outreach Manager, (.5 FTE) - Liaise between SPD and community, conduct outreach, community education, training.

4. List the specific team that will be working on this project, include bios for each team member.

Ana Trusty, Executive Director will supervise, provide financial management, and do calls/visits for DV incidents. Ana has been with MiA since 2019; holds a Business Degree, Women in Leadership Certificate from Gonzaga, and Certificate of Grassroots Organizing. Ana is a survivor from Puerto Rico. Trained as an Advocate Counselor, Ana facilitates the dual victim advocate training in DV and SA (~38 hours), and is Spanish-speaking. She receives continuous training.

Arturo Novoa, PhD, Community Training & Outreach Manager, is a Latino community organizer, trainer, advocate, and bilingual. He has degrees in philosophy and education.

5. Provide a detailed timeline and detailed program implementation plan.

Timeline		
	Implementation	Impact
Months 1-2	<ul style="list-style-type: none"> - Collaborative meeting with SPD; continue throughout - Review shared data; continue throughout - Training development - Refine services policies & partnership - Submit 1st monthly KPIs; monthly thereafter. 	<ul style="list-style-type: none"> - SPD, MiA build their partnership and communications to improve community safety
Months 3-4	<ul style="list-style-type: none"> - Refine services; continue throughout - Deliver 1st officer training - 1st quarterly report due; quarterly thereafter 	<ul style="list-style-type: none"> - Supports underserved populations, increases access to SPD services, improves public safety. - More survivors build resilience through increased service access.
Months 5-12	<ul style="list-style-type: none"> - Continuous improvement: <ul style="list-style-type: none"> - Officer training - Service delivery - Referrals - Community education 	<ul style="list-style-type: none"> - Continuous enhanced engagement with marginalized communities - Continuous improvement of trust, legitimacy, public safety
Months 13-15	<ul style="list-style-type: none"> - Program evaluation - Sustainability planning - Final reporting 	<ul style="list-style-type: none"> - Data used for continued collaboration, improvement.

COST PROPOSAL

1. How much funding are you requesting?

Funding Requested: \$120,000 (will be leveraged with other MiA funding sources, infrastructure, and resources)

BUDGET

Salaries	\$86,668
Benefits	19,980
Training Development, Materials	1,550
Community Education/Outreach	8,928
Rent	2,704
Mileage	170
TOTAL	\$120,000

2. Budget Narrative: Explain the budget, what method was used to determine costs, what expenses are paid vs unpaid?

Personnel (all paid):

- Executive Director, \$75,000@.5 FTE @1.25 years = \$46,875
- Community Outreach & Training Manager, \$63,669@.5 FTE @1.25 years = \$39,793

Benefits:

- Salary @10%+\$9,050 @ percentage of time allocated to project = \$19,980

Training Development, Materials: Cultural competency curriculum development, materials

Community Education, Outreach: Education & outreach resources for survivors

Rent: @ Proportional space

Mileage: Travel to incidents/calls/survivors @ \$0.70 per mile

3. Outline all other committed sources of funding, specify if funds are from state, federal, or private funding sources. Please detail any special terms/timelines for each funding source.

Other funding for other portions of the project staff:

Inatai Foundation (private) - 3-year operations grant through 2027 includes other portions of proposed staff salaries.

Washington Youth & Families Fund (private/state) - Multi-year; through June 2027.

OCVA (state) - Multi-year; part of Advocate position; ends 2025; renewal pending.

4. Does your organization have upfront funds available for this project? How many months of funding for this project do you have or anticipate having? Please note: – Up to \$50,000 may be deposited as “seed funding” upon the award and all subsequent payments will be provided on a reimbursement basis (i.e. the City reimburses you for the cost you have already incurred).

MiA has upfront funds to fund this project for 15 months.



Financial Management & Accountability Policy

October 2022
Amended 2025

General Policy

It is the policy of MiA - Mujeres in Action, a Washington State Non-Profit 501(c)3 organization, to ensure proper fiscal accountability by developing policies and procedures that are consistent with sound financial management. The policies set forth in this document follow “generally accepted accounting procedures” and approved auditing guidelines. The manual shall be approved and reviewed annually by the Board of Directors of MiA for the purpose of identifying appropriate changes and to ensure that proper accounting practices are being followed by MiA - Mujeres in Action personnel. MiA uses the accrual method of accounting.

This manual is intended to establish and describe the accounting procedures necessary to:

- Ensure that the accounting system will provide accurate and timely data to management;
- Provide adequate internal control to safeguard assets and ensure that transactions are executed in accordance with management’s authorization;
- Provide an adequate audit trail for inspection of the books by funding sources or outside auditors, and
- Fulfill the reporting needs of both funding sources and management.

Board Oversight and Budgetary Controls

The Fiscal Committee of MiA - Mujeres in Action meets on a regular basis. At, or before, the beginning of each fiscal year, a budget is developed by the Executive Director in conjunction with accounting personnel and the Treasurer of the Board of Directors. After a budget is agreed upon by these parties it is presented to the full Board for approval. The Board shall approve the annual operating budget by the consensus-seeking model and vote that is entered in the official minutes of the corporation. In case of immediate action needed, the Executive Director will have the authority to make reasonable spending decisions within the parameters of the budget. At each Board meeting, the most recent financial statements shall be presented by the Treasurer as recommended by the Fiscal Committee. The reports presented shall originate from the accounting firm currently in use or by the MiA accounting staff. Any financial reports not originating from the accounting firm must be verified by the CPA as being based on accurate financial records as evidenced by supporting reports from the firm.

Copies of the annual audit or financial review, including any management letter, shall also be submitted to the Board, in order to keep them apprised of the financial condition of the organization.

Internal Control Structure

An internal control structure is a set of procedures and cross-checking methods that minimize

the possibility of collusion, and diminish the likelihood of the misappropriation of assets or misstatement of accounts. At the same time, an internal control system maximizes the likelihood of detecting these problems should they occur.

Internal control guidelines are intended to:

- Minimize the risk of error in recording financial transactions.
- Ensure that all transactions are properly authorized, and for a legitimate purpose.
- Ensure that all assets are properly controlled and safeguarded.
- Establish a norm of using an outside CPA firm and/or fiscal agent relationship to annually review the financial books of record, ensure compliance with Generally Accepted Accounting Procedures, and prepare a formal annual report for the Board of Directors.

In the absence of an Executive Director the Fiscal Committee shall approve an interim plan to accomplish the goals of internal control (as described in this manual) as closely as circumstances allow which will then be presented to the Board for approval. Control activities occur throughout the organization, at all levels and in all functions. They include a diverse range of activities:

- Approvals
- Authorizations
- Verifications
- Reconciliations
- Reviews of operating performance
- Security of assets
- Separation of duties

Authorizations

The Fiscal Committee in partnership with the Board of Directors has the authority to execute any policies it deems to be in the best interest of the organization within the parameters of the organization's articles of incorporation, bylaws, or federal, state, and local law.

Please refer to the MiA Board Members Manual for a description of the responsibilities and duties of the Chair(s), Vice Chair(s), Secretary, Treasurer.

Executive Director: Shall be the Chief Operating Officer of the Corporation and shall have general supervision over the active management of the business and affairs of the Corporation. The Executive Director shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation and shall perform such other duties as the Board of Directors may from time to time prescribe - including the authority to make spending decisions within the parameters of the approved budget; employ and terminate personnel; determine salary levels; create and amend operating procedures and

controls; make decisions regarding the duties and accountabilities of personnel and the delegation of decision-making authority; and enter into contractual agreements within board designated parameters.

Program Directors or Managers: Have whatever authority as may be designated by the Executive Director including the authority to make spending decisions within the parameters of the approved department or program budget subject to the approval of the Executive Director.

Reviews of operating performance

- An annual operation plan and annual budget based on the fiscal year January 1 to December 31 are prepared by the Executive Director and the MiA - Mujeres in Action Treasurer, and approved by the Board. The Board shall approve all budgets and budget approvals by consensus and vote that is entered in the official minutes of the corporation. Budget approval is deemed explicit approval of all recurring expenditures.
- Budgets are reviewed mid-year (July) and are adjusted as necessary to reflect changing conditions.
- A Chart of Accounts is available and used to code disbursements to the proper accounts.
- Non-standard journal entries are discussed with the CPA to ensure proper accounting treatment.
- Quarterly Financial Reports including budget variances are provided to the Treasurer and Fiscal Committee within 30 days of the close of the period.
- Detailed Financial Reports (Profit and Loss with a Balance Sheet) are provided to the Board of Directors at the end of each Fiscal Quarter.
- Annual Financial Reviews will be conducted by an independent accountant at the close of each fiscal year or by the organization's fiscal firm as long as that relationship remains.

Security of assets

Access and use of assets is limited to those with a logical need for such access.

Whenever possible:

- A proper filing system will be maintained for all financial records
- Blank checks, petty cash and other valuables will be locked in a secure area
- MiA - Mujeres in Action will tag and maintain a location inventory of fixed assets
- MiA - Mujeres in Action will obtain the appropriate amounts of insurance
- Bank statements will be promptly reconciled on a monthly basis
- Appropriate insurance for all assets will be maintained

Separation of duties

Duties shall be divided between the Executive Director, staff, accounting personnel, and

Treasurer.

- The check signer(s) must not be the person who does the bookkeeping. Executive Director and/or Treasurer authorizes all bank accounts and check signers. The Board Co-Chair(s), Treasurer, Executive Director are authorized check signers.
- Bank statements are reconciled by someone other than the check signer or writer.
- Deposit documentation and reconciliations are prepared by a person other than the one recording the receipts.

Financial Reporting

On a Quarterly basis, prior to the Board meeting, a cash-based report of revenues received and expenses paid shall be prepared by the Executive Director, accounting personnel, and Treasurer and brought to the Fiscal Committee and then the Board of Directors.

Bank Accounts

At such time as MiA - Mujeres in Action decides to open a bank account, the following shall apply.

MiA - Mujeres in Action utilizes only federally insured banking and savings institutions. Opening and closing of bank accounts must be approved by the Board and recorded in the minutes.

- *Authorization of Check Signatures:* Checks must be signed by either the Executive Director, Board President/Chair, or Treasurer. The Board of Directors must approve the list of authorizing signatures for each account whenever changes to the list need to be made based on a change in Board Officers or the Executive Director. This approval shall be made by resolution and vote, and entered into the Board minutes. A copy of the resolution, along with the bank signature forms shall be kept on file for each bank account.
- *Bank statements* shall be reviewed in accordance with the provisions identified under Financial Reporting above.

Revenue

The Executive Director (or designee) opens the mail and keeps checks in a locked filing cabinet until a deposit is made as needed. Check deposits are coded in accordance with income line item descriptions on the approved organizational budget.

- All transactions are entered into approved financial software by accounting personnel and are backed up on a regular basis to prevent a loss of information.
- Any fundraising activities, solicitations, acceptance of contributions, gifts, grants with related restrictions or requirements must be reviewed annually by the Treasurer and Finance Committee.

- The Executive Director (or designee) will maintain records of all donations including donor's name, amount, date, and related restrictions of all contributions, gifts, etc. An acknowledgment of the contribution letter will be sent.
- Any cash contributions shall be noted in an income log which shall be deposited into the appropriate bank account. The income log shall indicate source, date, and amount before cash deposits are made.

Payments

The person responsible for entering accounts-payable invoices into the accounting system will not have check signing authority.

Disbursements

- The Executive Director, Board Chair, Vice Chair, Treasurer, Secretary may have check signing authority for the organization.
- Expenditure approval is set by the parameters of the annual operating budget as approved by the Board, and single signature authority up to and including \$5,000 except for recurring expenses like rent and insurance. Two signatures are required on all organizational checks over \$5,000, and in the absence of an Executive Director, for all non-recurring, unlisted expenses.
- Board approval is required for all expenditures that were not previously included in the approved annual operating budget. Board approval shall be indicated by resolution, as recorded in the Board meeting minutes.
- All invoices, bills, and/or receipts for reimbursement are reviewed and approved by the Executive Director. If the amount of the disbursement is under \$5000, the Executive Director will issue payment. If the disbursement is over \$5000, supporting documentation must be presented to the board for approval and then the check/credit card will be processed with an authorized signer. The documentation must be properly filed away.
- All checks are prenumbered, used in sequence, and accounted for on a monthly basis
- The checks print in three (3) parts. The original is sent out for payment. One copy is filed by vendor and all checks are accounted for monthly.
- All voided checks shall be marked "VOID" and have the signature corner torn off and kept in numerical order with other canceled checks.
- No checks may be written to "cash" or "bearer."
- The Executive Director and accounting personnel are responsible for invoices and check requests being marked "PAID" once they have been.
- The Executive Director, Board Chair, Vice Chair, Secretary and Treasurer will provide the two signatures which are required on all checks over approved

limits.

- Non-cash disbursements such as wire transfers or online payments will be made by individuals authorized to perform such transactions. Passwords and other security measures will be in place for such transfers and will be consistent with the Board approved policy for expenditure payment.
- Blank checks may never be signed in advance.

Procurement/Purchases

- Ensure that purchases of property and equipment in excess of \$5000 are recorded at cost.
- Gifts or contributions of property and equipment are recorded at the asset's fair market value at the time received.

Property/Equipment Management and Disposition

Any asset with a value of at least \$500 and having a useful life of more than one year shall be tagged and entered into the MiA - Mujeres in Action fixed asset inventory. Any asset that is purchased with outside funding, particularly federal, state or local government funds, will be disposed of in accordance with the processes required contractually and/or following published standards; e.g., OMB Circular A-110. Generally, the entity which provided the funds will be notified of our need to dispose of the property or equipment and then follow their guidance. There is never an assumption made that title is held by MiA - Mujeres in Action until such time as these processes are followed. Property and equipment are depreciated on a straight-line basis over the estimated useful lives of the assets: 7 to 40 years for buildings and improvements and 5 to 7 years for furniture, fixtures, and equipment. When items are disposed of, the cost and accumulated depreciation are eliminated from the records of account, and a gain or loss is reported in the change in net assets. Repair and maintenance charges that do not increase the useful lives of the assets are expensed incurred.

Asset Control and Inventory Policy

This policy ensures that the nonprofit properly manages and controls its physical and financial assets, protecting them from misuse or theft.

- The nonprofit will maintain an accurate and up-to-date inventory of all assets, including equipment, vehicles, and other property, with a unique identifier for each item.
- A designated staff member will be responsible for managing and conducting regular physical inventories of assets at least annually.
- All purchases of assets must be documented, including receipts, descriptions, and the purpose for which the asset was acquired.
- Any asset that is lost, stolen, or damaged must be reported to the board immediately,

and a formal investigation will be conducted to determine the cause and appropriate action.

- Assets should be disposed of in accordance with a formal written policy, which includes proper documentation and board approval if necessary.

** Complies with IRS guidelines on asset tracking for nonprofit organizations (see IRS Form 990 instructions) and with Washington State's requirements for asset management for public agencies (RCW 39.35).*

Payroll Controls

Personnel files are to be maintained at organizations' site for all employees. Changes in payroll data (i.e., pay changes) are approved by the Executive Director before files are updated. Payroll is completed internally twice per month. The Executive Director or designated staff notifies the MiA - Mujeres in Action Accountant of any changes to the payroll master file. The accountant generates the payroll register, and tax deposit checks, and electronically advances funds to employee direct deposit accounts. The Executive Director or designated staff reviews the payroll register for proper processing of amounts.

Credit Card

MiA - Mujeres in Action may maintain a credit card account to facilitate efficient operations. Credit Cards are issued to MiA, and used by designated staff. Authorization for whom may receive a credit card, and the individual employee's credit limit for a credit card rests with the Executive Director as long as limits don't exceed \$5000. For credit card limits over \$5000, an approval by the Board shall be required. Names of staff receiving a credit card will be obliged to sign contract of credit card usage, any personal purchases will be met with severe consequences, this will be approved by the Executive Director. All credit card transactions will be only for proper purposes. Original receipts must be provided for all credit card transactions. Personal use of MiA's credit cards or debit cards is prohibited.

Annual financial Audit / Review

An annual audit or review will be conducted by an independent CPA at the close of each fiscal year. Copies of these reports will be made available to the public upon request. The selection of an auditor will be based on a bidding process to occur no less than once every three years. The Fiscal Committee will review the audit/financial review and recommend its approval or modifications to the full board. The Fiscal Committee is also responsible for developing a system to respond to complaints regarding accounting and internal control procedures.

The Executive Director and accounting personnel cannot have worked for the audit firm for at least one year preceding the review/audit.

Personal Loans

MiA - Mujeres in Action will not provide personal loans to the Executive Director or Board members. However, MiA has established a hardship loan program available to eligible employees experiencing financial hardship.

Employee hardship loans are available in the event of a personal financial crisis such as, but not limited to:

- An out-of-pocket medical expense due to a medical emergency.
- Domestic violence or sexual assault
- An unanticipated family emergency (e.g., death of a family member, being the victim of a crime).
- Unexpected and significant vehicle repairs.
- Impending eviction from one's home through no flagrant fault of the employee.

Eligibility

All regular full-time employees are eligible to apply for an employee hardship loan after the completion of two years of active employment. Temporary employees, part-time employees, interns and contractors are not eligible for hardship loans.

Procedures

Eligible employees may request a one-time interest-free loan up to a maximum of \$2,000. Loans must be paid back through payroll deductions at the greater amount of \$150 or 10 percent of base salary per pay period.

An employee seeking to apply for a company loan must obtain an application from human resources. The employee's supervisor must sign off on the loan request and forward it to the Executive Director and the Board of Directors for approval.

The Executive Director will make a recommendation for approval or denial and the Board of Directors shall approve or deny the loan request after reviewing the application. All applications will be reviewed to ensure the purpose of the loan, the amount of the loan and the repayment terms comply with this policy.

All employees who have submitted applications will receive notice of either approval or rejection of their individual request from a member of the human resources department.

Applications for loans that are not approved will be properly discarded (shredded) and will not be utilized in any additional requests.

The employee hardship loan program is designed to help those employees who have exhibited good work practices and who are having financial hardships as defined above. This program may be terminated at any time. Employee abuse, including misrepresentation, will be cause for discipline, up to and including termination of employment. The corporation reserves the right to deny approval of a loan for any legitimate reason. The hardship loan program is intended as a benefit personal to the individual employee involved and is not assignable to any other person.

Record Keeping

MiA - Mujeres in Action retains all original documentation – receipts, invoices, deposit slips, copies of incoming checks for deposit and outgoing checks for payment of expenditures. The following procedures are in place for accurate and consistent record keeping.

- Deposit record shall include a list of all checks to be deposited with a description of the source on the deposit slip and a duplicate of the deposit slip shall be kept at the MiA - Mujeres in Action office and accessible through the accounting software.
- All authorizing paperwork, i.e. check requests, reimbursement requests, petty cash reports and payroll timesheets will be retained.
- Use an accurate and consistent method of filing and labeling of files. Keep all financial records in one place, in a locked cabinet or where other staff does not have access.
- All reconciling and reporting shall be done in a timely manner.

Record Retention and Destruction Policy

This policy ensures that the nonprofit properly retains and disposes of records in compliance with federal, state, and local regulations while protecting sensitive information.

- The nonprofit shall retain key organizational records, including financial documents, legal contracts, board meeting minutes, and donor contributions, in accordance with IRS guidelines and Washington State laws.
- Retention schedules for various types of records will be established based on the legal or regulatory requirements and best practices for nonprofit organizations.
 - *Financial records:* Retain for at least 7 years.
 - *Employee records:* Retain for 7 years after employment ends.
 - *Donor records:* Retain for at least 5 years.
 - *Board meeting minutes and policies:* Retain permanently.
- Once the retention period has expired, records should be securely destroyed. Paper records should be shredded, and electronic records should be permanently deleted using data-wiping tools to ensure they cannot be recovered.

** Complies with Washington State retention schedules and IRS guidelines for nonprofit records. Follows IRS Publication 4221-PC, which advises retention periods for different types of nonprofit records.*

Confidentiality Policy

The purpose of this policy is to ensure that all sensitive information, including but not limited to personal, financial, operational, and strategic data, is kept confidential and secure.

- Board members, officers, and staff must agree to uphold strict confidentiality regarding sensitive nonprofit information.
- Confidential information includes, but is not limited to, donor lists, financial records, legal documents, employee records, and client data.
- Any board member, officer, or staff who discloses confidential information without proper authorization may face disciplinary action, up to and including termination of their position.
- Nonprofit personnel must store confidential materials securely and ensure that digital files are encrypted and protected by strong passwords.
- Upon resignation or termination, all confidential materials must be returned to the organization, and any digital access to sensitive information must be revoked immediately.

** Complies with Washington State's public records laws and federal privacy regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Family Educational Rights and Privacy Act (FERPA), as applicable.*

Accounting Software

Use of accounting software and access to electronic records is limited to those with a logical need for access. Such software will provide access controls to prevent unauthorized personnel from accessing information as well as monitor access to ensure that no unauthorized parties have violated security. Only transactions authorized by the Executive Director, Treasurer, or designated staff are entered into the system and require reconciliations to check the accuracy of entered transactions. All information systems are backed up on a regular basis to prevent a loss of information. Downloading unauthorized software to a MiA - Mujeres in Action computer for personal use is prohibited. Accounting software must be approved by the Executive Director, Board President/Chair, Treasurer, or designated staff.

MiA - Mujeres in Action uses a fiscal management program approved by its fiscal agent or financial management/accountant and Executive Director. All accounting files shall be stored in a "cloud" based system. The rationale is that this system employs a high level of industry standard security controls that would not otherwise be available to our organization.

FINANCE PROCEDURES

Checking Account: Numerica

Account Name: M.I.A. Mujeres in Action

Nonprofit Incorporation Information

IRS tax ID: 83-2464309

UBI Number: 604-329-781

BI-WEEKLY TO DO:

Cash and check receipts/deposits

Pay invoices

Create and mail out A/R Invoices

MONTHLY TO DO:

Reconcile bank accounts

Final monthly reports to Executive Director and Treasurer

QUARTERLY TO DO

941 Tax Quarterly Returns

L&I Report, Employment Security Report

ANNUALLY TO DO

W-2's, W-3's, 1096's & 1099's to employees and IRS

Annual review of financial statements

Annual 990 federal tax return

Annual Report to State of Washington Charitable Trust registration

Annual Filing with Secretary of State for Nonprofit Corporations

Annual Filing with City of Spokane for Business License

Financial Statements Policy

The current monthly financial reports for the organization (that the board receives) are:

- Balance Sheet
- Statement of revenue versus expense (Profit and Loss with Variance)
- YTD actual vs. Budget, Summary

Fixed Assets Capitalization Policy

Expenditures for tangible assets used actively in operations that exceed \$5,000 and benefit a period exceeding one fiscal year are to be capitalized and depreciated.

Online Banking

The bookkeeper, Treasurer and Executive Director will have access to view online bank statements. If transactions are processed online they must be approved by the same parties that have responsibility for check signing.

Month End Closing

The bookkeeper will prepare necessary adjustments then close the books and prepare financial statements for the prior month by the 10th of the current month.

General Accounting Policies

Accounting Personnel: Segregation of Duties

It will be the policy of Spokane Regional Domestic Violence Coalition to create and maintain accounting, billing and cash control policies, procedures, and records which are consistent with Generally Accepted Accounting Principles (GAAP) and which meet the requirements of state and federal statutes and regulations.

Accounting Personnel: Continuity Procedures

It is the policy of MiA - Mujeres in Action to employ an accountant, or accounting firm, where more than one qualified accountant is trained and has access to MiA - Mujeres in Action accounting systems. The chart of accounts is approved by the MiA - Mujeres in Action Treasurer to ensure standard GAP accounting is being followed, and the mechanics of our accounting software are such that any qualified accountant could step in if a need arises.

Accounting Procedures

Accounting Basis

The modified accrual basis of accounting is used for all governmental funds. Revenues are recognized as soon as they are measurable and available. "Measurable" means the amount of the transaction can be determined and MiA - Mujeres in Action considers all revenues available as long as they are collected within 60 days after the end of the fiscal year to pay liabilities of the current period.

Accounts Payable

Bills are processed twice a month, on the 10th and the 20th. The Executive Director will review the codes assigned to ensure that such assignments are in accordance with the General Ledger, determine the amount to be paid and sign off. The Invoices are then stored in the Accounts Payables folder for check printing. The bookkeeper prints checks, if applicable, and then submits them to be signed by the Executive Director, Board Chair or Board Treasurer depending

on the amount of the check.

Accounts Receivables

As checks or other donations (online, cash) come in:

- Make a copy of the check with any supporting documentation that came with the check such as a letter and invoice.
- Place one copy in the A/R file and the other copy in the file appropriate to each specific Grant, Corporate Sponsor, Donation, Insurance Payment, Payroll deposit etc.
- Fill out a Deposit slip with each specific check amount listed on the back of the deposit slip. Total the amount of checks to be deposited and add that amount to the front of the deposit slip as the grand total.
- Report the Check or cash deposit to the bookkeeper. The deposit in the accounting system should match the amount and number of deposit slips.
- The Executive Director or designee will make the deposits and bring back a receipt of the deposits. (Make as many copies of the deposit slip as you have copies of the check receipt documentation.)
- Attach the original deposit slip with one full set of deposit communication.
- Attach another copy of the deposit receipt to each separate deposit communication and file appropriately to each specific Grant, Corporate Sponsor, Donation, Insurance Payment, Payroll deposit etc.

Credit Card Receipts

The use of a credit card requires a receipt to be submitted to the accountant. In lieu of receipts, the Executive Director may submit a written explanation for item(s) purchased or services charged to a credit card for approval by the Board President/Chair if the amount is less than \$1000.

Purchase Request Forms

A Purchase Request Form shall be completed and signed by the Executive Director on any item more than \$1000 prior to the expense being incurred.

Purchase of items over \$3,500

Any purchase of a single item more than \$3,500 will require a record of three quotes from different vendors. Such a purchase must be approved by the Board Chair prior to engaging in the actual purchase. Additionally, all provisions of the MiA - Mujeres in Action Conflict of Interest Policy apply here.

Travel and Entertainment Expenses

Travel and entertainment expenses comprise the cost of transportation, lodging, meals and miscellaneous costs incurred either during a business trip or while entertaining business

associates. Occasionally, miscellaneous charges that are not handled by the employee are submitted for reimbursement with the *MiA Employee Reimbursement Form*. In those situations, original receipts must be attached to the request.

Policy

Reasonable, actual business expenses incurred by the employees for the purpose of conducting business on behalf of MiA will be reimbursed upon approval by the employee's manager or supervisor.

Advances and entertainment expenses are to be reported using the *MiA Employee Reimbursement Form*. Original receipts are required for all expenditures. Photocopies are not acceptable. Forms are to be signed by the Executive Director.

Business expenses are those that:

- are necessary to the operations of the organization
- benefit or advance the interests of the organization
- meet the requirements of reasonableness

The following expenses will NOT be reimbursed:

- Fees or dues for airline VIP Clubs
- Air travel insurance
- Airline upgrades
- Personal travel expenses, such as extra luggage for recreational activities or recreational reading materials, etc.
- Alcoholic beverages
- Personal phone calls
- Cost of personal items, including money, lost or stolen
- Recreational TV movies, shows, bar bills, etc. that are not directly related to business purposes
- Lodging or meal costs for personal guests
- Damage costs to personal vehicles used in business
- Parking citations
- Cost of business clothing
- Clothing costs for non-personnel
- Personal entertainment
- Entertainment of customers for which receipts are not submitted
- Floral and other gifts purchased for personal reasons

Air Travel

- Employees are to select economy fare regardless of the airline.

2. First class/business class travel fare may only be used if pre-approved by the Executive Director.

Lodging

- Employees are to select a safe and economical business class lodging convenient to appointments and meetings following Federal per diem guidelines unless approved by Exec. Committee.

Rental Cars

- Employees are to select the lowest priced car rental available at a rental site, regardless of the rental company.
- Unless carrying large or bulky business items like computer equipment, employees are to always rent a compact or subcompact model car.]
- Employees are to inspect the rental car carefully before leaving the rental site, making note of the rental agreement of all dents, scratches or other existing defects. 4. Unnecessary car insurance should not be purchased (e.g., insurance that duplicates employees own personal car insurance).
- Employees are not to leave business items, such as computer equipment, in a rental vehicle, unattended.

Ground Transportation

- Employees are to always acquire receipts for taxis and cabs and rideshare such as Lyft.
- Receipts are not required for travel on city buses or subways, but a log must be kept describing the business travel on these conveyances.

Mileage

- All mileage traveled for business purposes are to be recorded on the appropriate mileage box on On The Clock, the clock-in/out system MiA uses. Information about location traveled to and from and the designated grant is required.
- Mileage rates will be reimbursed at rates approved by the IRS.

Meals While Traveling

- Breakfast, lunch and dinner costs will be reimbursed at Federal per diem unless approved by the Executive Director.
- Employees are to note the name(s) of clients and their affiliation to the organization on receipts for meals.

Audit and Financial Review Policy

This policy ensures that the nonprofit complies with both internal and external audit requirements to ensure transparency, accountability, and sound financial management.

- Once the nonprofit is eligible to require an audit, the nonprofit will undergo a financial audit by an independent, certified public accountant (CPA) at least once every three years or more often according to legal requirements. This audit must be conducted in accordance with Generally Accepted Accounting Principles (GAAP) and include an examination of the nonprofit's financial statements and internal controls.
- The audit findings will be presented to the Board of Directors and reviewed at the next regularly scheduled meeting.
- If an audit reveals material weaknesses or irregularities, the board must take immediate corrective action and report the outcome to both the relevant state and federal authorities, as necessary.
- Additionally, a financial review may be performed by a CPA in years when a full audit is not required. This review will ensure that the nonprofit is operating with sound financial practices and in compliance with IRS and state laws.
- All financial reports, including the audit and review, will be made available to the public on the nonprofit's website or upon request.

** Complies with Washington State nonprofit audit requirements (RCW 24.03.130) and with IRS Form 990 filing requirements, including the audit requirement for annual revenues and revenues from federal funds.*

Confidentiality and Data Security Policies and Procedures

Updated September 2022

I. DEFINITIONS

Program Participant: a victim of domestic or sexual violence who is accessing services at MiA. A program participant may also be referred to as a survivor. We avoid using “client” because of the business nature of it. Our work is relational.

Advocate (Interceso@): A domestic/sexual violence advocate that provides advocacy services for victims/survivors of abuse. Advocates receive over 30 hrs of training to be certified as a victim advocate.

Volunteer: Any person providing services directly or indirectly to program participants, or working on any project without receiving financial compensation from MiA. Some interns may fall under this category as well.

Domestic Violence: A pattern of coercive behaviors, used by a person to gain or maintain power and control over another person with whom they have intimate, dating or family relationship. These behaviors may include, but are not limited to: physical and sexual abuse, direct or implied threats, emotional and psychological abuse, intimidation, verbal abuse, isolation, stalking, financial control, spiritual abuse, use of weapons, destruction of property and/or harm to the victim’s family, pets or others. To learn more, view [WAC 388-61A-1000](#).

Mandated Reporting: A process in which MiA discloses confidential information to either Adult Protective Services, Child Protective Services, law enforcement or 911 without client’s written consent. This may happen when a MiA staff reasonably suspects the participant is at risk of harm to self or others with means to carry out the harm, a vulnerable adult (60 or older, developmental disability) or a minor is in danger or has been abused. The MiA staff must have identifying information such as name and address in order to make a report. If this information is missing, it’s not a case for mandated reporting.

Release of Information (ROI): A signed document in which the participant grants permission to share specific information with an individual and/or agency for a limited period of time. ROIs are not required by a participant in order to receive services. However, not signing one would prevent us from sharing their info with our partners, in which case, the participant would have to reach out to those agencies or people themselves.

Sexual Assault: Any sexual contact without the other person’s consent. Examples include, but are not limited to: rape, touching mouth, neck, buttocks, anus, genitalia, or

Exhibit B

breast, forcing someone to touch themselves in these manners, penetration no matter how slight of genitalia or oral-genitalia contact. To learn more, view [WAC 478-121-150](#).

making the victim do sexual things against her/his/their will, sexual assault, treating the victim like a sex object, forcing sex after violence and/or forcing the victim to watch pornography.

Identifying Information: Per WAC 388-61A-1000, it is individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, regardless of whether the information is encoded, encrypted, hashed, or otherwise protected, including, but not limited to:

- (a) First and last name;
- (b) Home or other physical address;
- (c) Contact information (including postal, email or internet protocol address or telephone or facsimile number);
- (d) Social Security number;
- (e) Driver's license number, passport number, or student identification number;
- (f) Religious affiliation;
- (g) Date of birth;
- (h) Nine digit postal (ZIP) code;
- (i) Physical appearance of;
- (j) Case file or history; and
- (k) Other information that would personally identify a victim of domestic violence who seeks or has received services from a domestic violence program, or such other information which, taken individually or together with other identifying information, could identify a particular individual.

Confidential Information: Per WAC 388-61A-1000, it includes, but is not limited to, any information, advice, notes, reports, statistical data, memoranda, working papers, records, or the like, made or given during the relationship between the participant and M.i.A., however maintained. Confidential information includes personally identifying information and any other information that would personally identify a victim of domestic/sexual violence who seeks or has received services from M.i.A.

Privileged Communication: Confidential communication (hence confidential information) between MiA staff and program participant, which may not be shared without the victim's written consent, except in the case of mandated reporting.

II. CONFIDENTIALITY AND PROTECTION OF CLIENT RECORDS AND COMMUNICATIONS

A. CONFIDENTIAL INFORMATION (WAC 388-61A-1060)

(1) MiA agents, employees, and volunteers must maintain the confidentiality of all personally identifying information, confidential communications, and all confidential information. Information that individually or together with other information could identify a particular victim of domestic violence must also be kept confidential.

(2) Any reports, records, working papers, or other documentation, including electronic files that are maintained by M.i.A. as well as information provided to our agency on behalf of the client, must be kept confidential. Any information considered privileged by statute, rule, regulation, or policy that is shared with the agency on behalf of the client must not be divulged without a valid written Release of Information (ROI) that is based on informed consent, or as otherwise required by law.

(3) M.i.A. will abide by these confidentiality practices regarding all communications concerning participants regardless of when the participant received services from our agency.

[Statutory Authority: Chapter 70.123 RCW. WSR 18-09-015, § 388-61A-1060, filed 4/10/18, effective 5/11/18.]

B. CRITICAL ROLE OF CONFIDENTIALITY AND PRIVILEGE

Confidentiality and privilege are key to keeping the survivor safe and represent the cornerstones of all successful advocacy. At its most basic level, confidentiality equals safety. In order to maximize and safeguard confidentiality, advocates must be familiar with a variety of laws, policies and requirements.

Understanding confidentiality and the laws governing privileged communications made by survivors is essential to effective advocacy. A range of privileges may apply to survivors in the quest for services and justice, the most pertinent in this case being the victim-advocate privilege.

Confidentiality and privilege are core principles that directly impact safety and justice for survivors. When private information is shared, there is a shift in the balance of that relationship from the person sharing the information to the person receiving it. How that information may be used or revealed to others directly impacts the survivor's

Exhibit B

safety and ability to seek justice. Sharing information about a specific survivor threatens their autonomy and may threaten their safety, as well as their confidence in our programs and services.

Remember:

- The privilege belongs to the survivor – it is their information.
- They choose what information to share with the advocate/program.
- They choose what information not to share with the advocate/program.

Advocates must remember that the information belongs to the survivor and, subject to limited exceptions specified by law; they must consent before their information can be shared with anyone else.

PRACTICE TIPS

Questions to Ask Yourself Before Creating a Written Record

- What is the purpose of writing down this information?
- Can that purpose be addressed in another way?
- Is recording this information essential to meet survivors' needs?
- Does recording this information enable program staff to do their jobs?
- Is a written record required by a funding agency and how much information is absolutely required?
- Is a written record of this information required for statistical reporting purposes?
- Is a written record of this information necessary to protect the program or staff from liability?
- Is there a way to record the information without including identifying information?
- What is the potential harm if this information is released?
- How would the battered woman react if she read these written notes?
- How would other survivors/participants react to knowing that disclosure of this kind of information is possible?

C. REQUIREMENTS FOR RELEASE OF INFORMATION

To be valid, a written waiver of confidentiality must:

1. Be voluntary;
2. Relate only to the participant or the participant's dependent children;
3. Clearly describe the scope and any limitations of the information to be released;
4. Include an expiration date for the release; and

Exhibit B

5. Inform the participant that consent may be withdrawn at any time whether it is made orally or in writing.

(WAC 388-61A-1070)

D. NOTICE TO PARTICIPANTS OF THEIR RIGHTS TO CONFIDENTIALITY

MiA. will provide each client with a written "notice of rights" at the time of the initial intake and any subsequent intake into Mente y Corazón or Puerto Seguro program. At a minimum, the notice of rights must inform clients of the following:

- A. The client's right to privacy and confidentiality of the information shared with MiA;
- B. Exceptions to confidentiality as described in this chapter;
- C. That if the client signs an ROI that allows their information to be shared with others, the client does not give up their right to have that information protected under other statutes, rules, or laws;
- D. That the client has the right to withdraw a written waiver of confidentiality at any time; and
- E. MiA will explain to each participant that the agency will not condition the provision of services to the participant based on whether the participant signs or refuses to sign an ROI.

Information on the "notice of rights" must be explained to the participant at the time of intake into M.i.A.'s program and then again at the time the participant is considering whether to sign a ROI.

(WAC 388-61A-1075)

E. PROGRAM PARTICIPANT ACCESS TO THEIR OWN FILES

1. Requests by program participants to review their files must be honored.
2. Requests by any third party, including but not limited to a program participant's attorney, will not be honored without the program participant's informed, written consent.
3. The program participant, or an authorized third party, may make notes about the contents of her file and make a written request for a copy of those portions of the file that are not the work product of the agency.
4. The program participant should be informed that a copy of her file released to any third party may no longer be covered by confidentiality

Exhibit B

and disclosure laws that protect domestic violence programs, and the information it contains could be used against her.

5. The program participant may request the correction or removal of inaccurate, irrelevant, out-dated or incomplete information from her file. Any document or notation required by a contract must remain in the file. The file may be corrected; however, if the agency disputes the accuracy of a proposed correction, the dispute shall be noted and the file remains unchanged. In response, the program participant may submit to her file information or a written statement supporting her proposed correction.
6. Written documents or materials held by the agency for safe-keeping are not to be kept in the program participant's file and must be released upon her request. These materials are not subject to review, even by authorized persons who have access to program participant files.
7. Program participant files may not be removed from the agency except with prior written permission of the executive director or her delegate.

F. PARTICIPANTS' FILES

A. Each participant in any of our programs must have a written physical and virtual file.

Files must:

1. Include the main intake (on paper and on Caseflow)
2. Include copies of all required Release of Information forms and notice of Client Rights, Confidentiality and Grievance (on physical file and uploaded to Caseflow);
3. Be brief in documenting the services provided to the participant on Caseflow; and
4. Document only sufficient information to identify the service provided,

and do not include any of the following:

1. References to service recipient feelings, emotional or psychological assessments, diagnoses, or similar subjective observations or judgments;
2. Direct quotes from the client.

There must be a separate written file/documentation for child/youth of adult program participants receiving support. It must **not** be included in the parent/guardian's file.

Youth/Child files must:

Exhibit B

1. Be brief in documenting the supportive services provided to the child/youth;
2. Document only sufficient information to identify the service provided,

and do not include any of the following:

1. References to the child/youth's feelings, emotional or psychological assessments, diagnoses, or similar subjective observations or judgments;
2. Direct quotes from the child/youth.

[Statutory Authority: Chapter 70.123 RCW. WSR 18-09-015, § 388-61A-1055, filed 4/10/18, effective 5/11/18.] (WAC 388-61A-1055)

B. Participant files must be organized in the following manner:

1. Participant's file number and first name must be written on the tab
2. The most recent documentation should be on top
3. The initial intake and ROIs should be at the bottom.

G. DATA PROTECTION

1. **Paper documents:** Any paper records containing confidential information such as participant files and documents must be protected. When not in use, such records must be stored in a locked file cabinet in a locked office to which only authorized personnel have access.
2. **Remote Access:** Access to and use of the data on MiA's database, clouds and online accounts (i.e. Caseflow, Google Drive, Gmail, DocuSign) will be controlled by MiA's management who will issue authentication credentials (e.g. a username and strong password) to authorized users on staff. Access to these databases and other virtual platforms containing confidential information will only be allowed from a MiA device. **No personal devices may be used to access confidential information.** Upon termination, access to the database and clouds will be denied. In the case of an unauthorized person having access to confidential information, MiA's management must be notified immediately and protocols for breach of confidentiality must be followed.

A. Data storage on portable devices

Exhibit B

- a. Confidential information must not be stored in any portable device, with the exception of a smart phone which contains contact information (i.e. name, phone number, email address).
- b. Access to such devices must be controlled by a strong password, pin or biometrics. The “remember my password” feature must be disabled and a two-step verification method must be enabled.
- c. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 10 minutes.
- d. Physically secure devices by storing them in a locked office, lock box, or locked backpack when not in use.
- e. When being transported outside MiA’s offices, the devices must be in physical control under the authorized personnel or locked in a backpack when not in use.
- f. All hard drives on laptops will be encrypted regardless of the information they store within 30 days of being issued to new staff.
- g. MiA Management will keep capabilities to remotely access personnel Gmail accounts, and other online accounts, clouds or databases in case of emergencies.

Refer to the [Electronic Equipment Policy](#) for more information.

B. Record Retention

- a. All program participants, whether they are receiving services in person or on the telephone, will be informed of MiAs record-keeping practices and the exceptions to breaching confidentiality.
- b. MiA must retain participant files and related documents for at least seven (7) years after the closed case date. After 7 years the files will be appropriately disposed of. MiA should inform the program participants of the retention and destruction procedures regarding their files.
- c. All contents of program participant files and other written documentation should be limited to information that is required for statistical and funding purposes, establishing goals for the advocacy relationship, and documenting the need for services.
- d. Emails and other electronic records stored on agency computers should be treated in the same manner as paper records for the purposes of confidentiality and record-keeping.
- e. Program participant identifying information should not be disclosed in email messages either between program staff or to external parties, and appropriate steps should be taken to ensure the security of the agency’s computer network. Confidential information may be shared through a

Exhibit B

signature service such as Docusign or AdobeSign. Only when absolutely necessary to facilitate participant access to services, confidential information may be shared through Gmail using the “confidential” feature, which permanently deletes the email within a week.

- f. All records are confidential, even when shared by the program participant in the presence of an advocate and any third parties who are working on behalf of the program participant.
- g. **Paper documents:** These documents will be disposed of by using the shredder at the MiA office.
- h. **Hard drives:** These will be disposed of by using the “wipe” utility to overwrite the data when necessary.

H. PARTICIPANT INFORMATION DISCLOSURE

MiA may disclose confidential information only when:

- 1. The participant provides informed, written consent to the waiver of confidentiality (ROI) that relates only to the participant or the participant's dependent children by signing a Release of Information for each person and/or agency;
- 2. There's a Mandated Reporting required.
- 3. A subpoena signed by a judge has been issued
- 4. MiA's failure to disclose is likely to result in a clear, imminent risk of serious

(WAC 388-61A-1065)

I. BREACH OF CONFIDENTIALITY

i. Abuse and Neglect Mandated Reporting

1. In accordance with chapter **74.34** RCW, all MiA staff are mandated reporters and must immediately report to the department when there is:

- a. A reasonable cause to believe that abandonment, abuse, exploitation, financial exploitation, or neglect of a vulnerable adult has occurred; or
- b. A reason to suspect that sexual assault of a vulnerable adult has occurred.

2. Before making the report do the following.

Exhibit B

- Inform the client that disclosed the information that you must make a mandated report. If it is a parent/ guardian offer to make the report together so that they are part of the process. A second option is to provide them with the information to make the report, however MiA employees must make the mandated report as well.
- Immediately notify a MiA supervisor before contacting the proper agency to make the report (i.e. APS, CPS, law enforcement).

3. Reports must be made to:

A. Division of Children and Family Services (DCFS) at 1-866-363-4276

B. Adult Protective Services (APS) at 1-877-734-6277; and

C. The appropriate law enforcement agencies, 509-456-2233 (Spokane Police non-emergency number)

Additional information to help guide you may be found here:

<https://wscadv.org/wp-content/uploads/2015/06/Making-a-Mandatory-Child-Abuse-Report-Best-Practices1.pdf>

(WAC 388-76-10673)

b. Negligent Violation or Failure to Comply with Confidentiality

- a. In the case of confidential information being stolen, hacked, lost, or mismanaged by MiA's staff, the MiA's management must be notified immediately after being reported to Crime Check or law enforcement if appropriate.
- b. After being reported to MiA's management, the personnel in question will reset their passwords to all online accounts, databases and clouds containing confidential information within 4 hours of discovering the potential breach. Time is of the essence to prevent a further breach.
- c. A Plan of Advancement will be created between MiA management and the personnel in question, which may include additional training and steps to help personnel better protect confidential information. If the problem continues after a determined period of time, staff may ultimately be terminated.
- d. Protocol for notifying participants and/or organizational partners that may be affected by the breach must be followed.

c. After confidential information has been shared without consent:

1. Every time a participant's information is disclosed without an ROI, the MiA staff that made the disclosure will contact their MiA supervisor immediately and provide details of the breach. The MiA

Exhibit B

supervisor will then attempt to contact the participant, and entities affected by the disclosure **within 24 hours** of the breach via phone call, email and/or mail to provide notice of the breach; and

2. If personally identifying information was or will be disclosed, the MiA supervisor will contact the party that received or will receive the unauthorized information and track down how the information was used or will be used. MiA will request that unauthorized information be destroyed and not shared further with others. While all email communications outside of MiA purge automatically within one week of being sent, whenever unauthorized information is shared electronically, MiA will purge the email or message containing said information immediately. MiA will also provide support and safety planning to the participant and person affected by the disclosure.

3. Any disclosure of confidential information subject to any of the exceptions set forth in subsection (1) (i.e. ROI, mandated reporting) of this section must be limited to the minimum necessary to meet the requirement of the exception, and any disclosure does not void the client's right to confidentiality and privilege on any other confidential communication between the participant and MiA.

(iv) MiA will provide a copy of the disclosed information to the participant if requested.

[Statutory Authority: Chapter 70.123 RCW. WSR 18-09-015, § 388-61A-1065, filed 4/10/18, effective 5/11/18.]



MIA PROCUREMENT POLICY

I. Purpose

The purpose of this procurement policy is to ensure that all goods and services purchased by MiA - Mujeres in Action are obtained in a manner that is fair, transparent, cost-effective, and in compliance with federal regulations, specifically 2 CFR Part 200, as well as applicable Washington State laws.

II. Scope

This policy applies to all purchases made by Mia, regardless of the funding source. It covers all procurement activities including goods, services, and equipment.

III. General Principles

1. Ethical Conduct: All procurement activities must be conducted with integrity, impartiality, and transparency.

2. Cost-Effectiveness: Purchases should be made in a manner that ensures the best value for money.

3. Non-Discrimination: Procurement processes must be free from discrimination and provide equal opportunity to all qualified vendors.

4. Compliance: All procurement activities must comply with applicable federal, state, and local laws and regulations, including 2 CFR Part 200 and the Washington Nonprofit Corporation Act (RCW 24.03A).

Procurement Standards (2 CFR Part 200)

1. General Procurement Standards (2 CFR 200.318)

- **Oversight:** Ensure oversight to avoid unnecessary or duplicative purchases.
- **Conflict of Interest:** Maintain written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award, and administration of contracts.

2. Competition (2 CFR 200.319)

- **Full and Open Competition:** All procurement transactions must be conducted in a manner providing full and open competition.
- **Methods of Procurement:**
 - **Micro-Purchases:** (up to \$10,000) Can be awarded without soliciting competitive quotes if MiA considers the price reasonable
 - **Small Purchases:** (\$10,001 to \$250,000) Requires price or rate quotations from an adequate number of qualified sources.
 - **Sealed Bids:** (over \$250,000) For purchases through a formal advertising process where bids are publicly solicited and a firm fixed-price contract is awarded.
 - **Competitive Proposals:** (over \$250,000) Used when conditions are not appropriate for sealed bids and requires a request for proposals (RFP).
 - **Noncompetitive Proposals:** Used only when specific conditions are met, such as when the item is available from a single source or during public exigency.

3. Procurement Procedures

I. Procurement Planning

- **Needs Assessment:** Identify the need for goods or services and confirm budget availability.
- **Approval:** Obtain necessary approvals from the Executive Director or Board of Directors before initiating procurement.

II. Vendor Selection

- **Vendor Research:** Identify and research potential vendors to ensure they meet the nonprofit's requirements and standards.
- **Conflict of Interest:** Ensure no conflicts of interest exist between the nonprofit and the vendors, in compliance with RCW 24.03A.620 and 2 CFR 200.318.

III. Procurement Methods

- **Micro-Purchases (up to \$10,000):** For small, routine purchases, obtain at least one quote. Use a credit card for purchase. Ensure the price is reasonable.
- **Small Purchases (\$10,001 to \$250,000):** Obtain at least three quotes to ensure competitive pricing. Document the quotes and the selection process.
- **Sealed Bids (over \$250,000):** Conduct a formal advertising process. Bids are publicly solicited, and the contract is awarded to the lowest responsive and responsible bidder.
- **Competitive Proposals (over \$250,000):** Issue a request for proposals (RFP) when sealed bids are not appropriate. Evaluate proposals based on predetermined criteria and document the evaluation process.
- **Noncompetitive Proposals:** Used only under specific circumstances such as a single-source vendor or public exigency. Document the rationale for using this method.

4. Purchase Orders and Contracts

- **Purchase Orders:** Use purchase orders for all procurements over \$1,000 to formalize the agreement with the vendor.
- **Contracts:** For services or large purchases, enter into a formal contract outlining the terms and conditions, deliverables, timelines, and payment schedules.

5. Receiving and Inspection

- **Receiving:** Verify that the goods or services received match the order specifications and are in good condition.
- **Inspection:** Document any discrepancies or issues and resolve them with the vendor promptly.

6. Payment and Record-Keeping

- **Payment:** Process payments according to the terms agreed upon with the vendor and only after verification of satisfactory receipt of goods or services.
- **Record-Keeping:** Maintain thorough records of all procurement activities, including quotes, bids, contracts, receipts, and payment documentation. Records must be retained for at least three years after the final expenditure report is submitted (2 CFR 200.334).

7. Ethical Considerations

- **Gifts and Gratuities:** Employees and volunteers involved in procurement must not accept gifts, favors, or gratuities from current or potential vendors in accordance with RCW 42.52.
- **Confidentiality:** Maintain the confidentiality of proprietary information obtained during the procurement process.

8. Review and Monitoring

- **Regular Review:** The Board must review this policy annually and update it as needed to reflect changes in laws, regulations, and best practices.
- **Monitoring Compliance:** Regularly monitor procurement activities to ensure compliance with this policy and address any issues promptly.

9. Exceptions

Any exceptions to this policy must be documented and approved by the Executive Director or the Board of Directors.

MIA - MUJERES IN ACTION

Statement of Activity

January - December 2024

	TOTAL
Revenue	
13020 Donation Income	38,874.69
40100 Grant Income	1,151,101.38
40200 Federal Grant Income	145,331.05
40500 Sequins & Velvet	42,792.48
Total Revenue	\$1,378,099.60
GROSS PROFIT	\$1,378,099.60
Expenditures	
60000 Salaries & Wages	449,340.95
60001 Payroll - Benefits	32,857.55
60002 Payroll - Taxes	39,650.81
60300 Contract services	
60305 Accounting Fees	27,750.00
60306 Janitorial	6,340.00
60307 Professional Services	102,836.48
60308 Contractors	22,722.96
60440 Legal Services	3,420.00
Total 60300 Contract services	163,069.44
60355 Computer Software & Support	7,472.09
60380 Fundraising	15,750.12
60401 Survivor Expenses	
60345 Clothing & Hygiene Expense	1,532.90
60360 Emergency Housing	442.61
60391 Furniture & Equipment - Survivor	65.40
60461 Meals - Survivor	3,021.33
60491 Professional Services - Survivor	12,303.00
60496 Rent Expense - Survivor	4,155.95
60560 Vehicle Expense	105.95
Total 60401 Survivor Expenses	21,627.14
60410 Insurance	5,548.28
60450 Licenses, Permits, & Dues	3,745.51
60492 Training/Education Expense	7,775.66
60495 Rent Expense	34,523.96
60515 Stipend for Participating	200.00
61700 Depreciation Expense	3,386.68
6400 Utilities	792.36
60340 Cell Phone Expense	2,089.85
60415 Internet Expense	3,865.84
60420 Website Expense	697.29
Total 6400 Utilities	7,445.34
6410 Other Operating Expenses	
60310 Advertising & Marketing	40,769.20
60320 Bank Charges & Fees	76.52
60390 Furniture & Equipment	58.85

MIA - MUJERES IN ACTION

Statement of Activity

January - December 2024

	TOTAL
60395 Hygiene & Cleaning Supplies Expense	63.72
60460 Meals & Entertainment	4,299.40
60470 Mileage	3,530.05
60479 Office Furniture	217.99
60480 Office Supplies	23,601.18
60485 Postage & Shipping	77.85
60493 Background Checks/Finger Printing	343.57
60500 Maintenance & Repairs	1,153.50
60540 Travel	9,963.91
60590 Workshop/Outreach Supplies	9,942.55
Total 6410 Other Operating Expenses	94,098.29
Employee Benefits	0.00
Interest Paid	136.41
Other Business Expenses	0.00
Payroll Expenses	0.00
Total Expenditures	\$886,628.23
NET OPERATING REVENUE	\$491,471.37
Other Revenue	
70010 Interest Income	1,379.58
Total Other Revenue	\$1,379.58
NET OTHER REVENUE	\$1,379.58
NET REVENUE	\$492,850.95

MIA - MUJERES IN ACTION

Statement of Financial Position

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
11000 Checking Numerica Acct 9938	379,599.67
11001 Restricted Cash	118,369.43
12000 Money Market	50,223.67
12500 Petty Cash Account	78.00
Total Bank Accounts	\$548,270.77
Accounts Receivable	
14000 Accounts Receivable (A/R)	118,840.83
14010 Other Receivable	0.00
Total Accounts Receivable	\$118,840.83
Other Current Assets	
Payroll Corrections	0.00
Payroll Refunds	0.00
Prepaid Expenses	1,308.00
Repayment	23.42
Equipment Deduction	0.00
Total Repayment	23.42
Total Other Current Assets	\$1,331.42
Total Current Assets	\$668,443.02
Fixed Assets	
16000 Building Improvement Assets	
16001 Building Improvements	50,800.20
16002 Accum. Depr. - Building Improvements	-8,748.92
Total 16000 Building Improvement Assets	42,051.28
17000 ROU Asset	35,527.99
Total Fixed Assets	\$77,579.27
TOTAL ASSETS	\$746,022.29
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Numerica Visa 3890	0.00
Numerica Visa 3891	423.58
Numerica Visa 3892	0.00
Total Credit Cards	\$423.58
Other Current Liabilities	
22000 Other Current Liabilities	0.00

MIA - MUJERES IN ACTION

Statement of Financial Position

As of December 31, 2024

	TOTAL
22001 Deferred Revenue	0.00
22002 Deferred Revenue - CASA MiA	101,522.14
26000 Payroll Liabilities	
26010 Federal Taxes (941/944)	4,074.24
26030 WA Paid Family and Medical Leave Tax	555.01
26031 WA SUI Employer	338.28
26032 WA Workers Compensation	565.82
26033 Idaho Income Tax	114.00
26040 WA DCS Withholding	0.00
26045 Employee Reimbursement Payable	0.00
26050 EE Laptop Reimb	0.00
26060 YMCA Dues	0.00
Total 26000 Payroll Liabilities	5,647.35
26100 Salaries & Wages Payable	24,186.68
26110 Employer Taxes Payable	2,099.06
26112 HelpLine Stipend Payable	0.00
26115 Mileage Payable	69.74
26120 Medical Benefits Payable	1,480.00
Direct Deposit Payable	698.70
Total Other Current Liabilities	\$135,703.67
Total Current Liabilities	\$136,127.25
Long-Term Liabilities	
33000 Lease Liability	36,321.95
Total Long-Term Liabilities	\$36,321.95
Total Liabilities	\$172,449.20
Equity	
Retained Earnings	80,722.14
Net Revenue	492,850.95
Total Equity	\$573,573.09
TOTAL LIABILITIES AND EQUITY	\$746,022.29

MIA - MUJERES IN ACTION

Statement of Activity

January - December 2023

	TOTAL
Revenue	
13020 Donation Income	53,962.05
40100 Grant Income	559,226.96
Total Revenue	\$613,189.01
GROSS PROFIT	\$613,189.01
Expenditures	
60000 Salaries & Wages	
60108 Director of Communications - Wages	33,964.88
60110 ED - Wages	77,001.12
60114 Program Director - Wages	10,402.20
60117 Program Supervisor - Wages	71,369.04
60120 Program Coordinator - Wages	0.00
60125 Organizer - Wages	57,644.06
60130 Housing Advocate - Wages	43,552.70
60140 Advocate Counselor - Wages	67,137.98
60144 Youth/Child Advocate Wages	17,351.90
60150 Policy Advocate - Wages	2,101.00
60170 Finance HR Director - Wages	54,061.73
60180 SA Advocate - Wages	3,265.96
60201 HelpLine Call	1,260.00
60202 Listening Session Stipend	300.00
Total 60000 Salaries & Wages	439,412.57
60002 Payroll - Taxes	
60109 Director of Communications - Taxes	2,848.63
60111 ED - Taxes	6,834.91
60115 Program Director - Taxes	913.74
60118 Program Supervisor - Taxes	5,550.34
60121 Program Coordinator - Taxes	365.21
60126 Organizer - Taxes	4,827.82
60131 Housing Advocate - Taxes	3,005.42
60141 Advocate Counselor - Taxes	5,492.04
60145 Youth/Child Advocate - Taxes	1,439.03
60151 Policy Advocate - Taxes	178.05
60171 Finance HR Director - Taxes	4,713.10
60181 SA Advocate - Taxes	277.17
Total 60002 Payroll - Taxes	36,445.46
60110 Director - Wages (deleted)	0.00
60170 HR Manager	11.18
60203 Bonus	4,000.00
60300 Contract services	
60305 Accounting Fees	21,250.00
60306 Janitorial	5,100.00
60307 Professional Services	33,837.88
Total 60300 Contract services	60,187.88

MIA - MUJERES IN ACTION

Statement of Activity

January - December 2023

	TOTAL
60355 Computer Software & Support	9,668.98
60380 Fundraising	12,399.15
60401 Survivor Expenses	
60360 Emergency Housing	3,421.50
60391 Furniture & Equipment - Survivor	1,593.14
60461 Meals - Survivor	57.19
60491 Professional Services - Survivor	13,903.73
60496 Rent Expense - Survivor	3,502.49
60541 Travel - Survivor	582.04
60551 Utilities - Survivor	300.00
Total 60401 Survivor Expenses	23,360.09
60410 Insurance	3,800.00
60450 Licenses, Permits, & Dues	3,315.82
60492 Training/Education Expense	3,032.64
60495 Rent Expense	38,243.86
61700 Depreciation Expense	3,386.68
6400 Utilities	
60340 Cell Phone Expense	2,258.61
60415 Internet Expense	3,617.32
60420 Website Expense	105.70
Total 6400 Utilities	5,981.63
6410 Other Operating Expenses	
60310 Advertising & Marketing	22,338.29
60320 Bank Charges & Fees	60.00
60390 Furniture & Equipment	828.33
60460 Meals & Entertainment	4,597.72
60470 Mileage	2,426.37
60479 Office Furniture	170.42
60480 Office Supplies	5,558.68
60485 Postage & Shipping	375.88
60493 Background Checks/Finger Printing	23.80
60540 Travel	3,074.98
60580 Volunteer Gifts	1,277.99
60590 Workshop/Outreach Supplies	2,378.76
Total 6410 Other Operating Expenses	43,111.22
HR Manager - Taxes	0.00
Interest Paid	3.94
Payroll Expenses	
Taxes	674.02
Wages	0.00
Total Payroll Expenses	674.02
Salaries & Wages (deleted)	0.00
Total Expenditures	\$687,035.12

MIA - MUJERES IN ACTION

Statement of Activity

January - December 2023

	TOTAL
NET OPERATING REVENUE	\$ -73,846.11
Other Revenue	
70010 Interest Income	818.81
Total Other Revenue	\$818.81
NET OTHER REVENUE	\$818.81
NET REVENUE	\$ -73,027.30

MIA - MUJERES IN ACTION

Statement of Financial Position

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
11000 Checking Numerica Acct 9938	170,648.33
11001 Restricted Cash	100,780.34
12000 Money Market	98,844.09
Total Bank Accounts	\$370,272.76
Accounts Receivable	
14000 Accounts Receivable (A/R)	0.00
14010 Other Receivable	41,648.07
Total Accounts Receivable	\$41,648.07
Other Current Assets	
Payroll Corrections	0.00
Payroll Refunds	0.00
Prepaid Expenses	2,675.92
Repayment	
Equipment Deduction	0.00
Total Repayment	0.00
Total Other Current Assets	\$2,675.92
Total Current Assets	\$414,596.75
Fixed Assets	
16000 Building Improvement Assets	
16001 Building Improvements	50,800.20
16002 Accum. Depr. - Building Improvements	-5,362.24
Total 16000 Building Improvement Assets	45,437.96
17000 ROU Asset	65,815.42
Total Fixed Assets	\$111,253.38
TOTAL ASSETS	\$525,850.13
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Numerica Visa 3890	35.00
Numerica Visa 3891	0.00
Numerica Visa 3892	547.88
Total Credit Cards	\$582.88
Other Current Liabilities	
22000 Other Current Liabilities	0.00
22001 Deferred Revenue	255,185.42

MIA - MUJERES IN ACTION

Statement of Financial Position

As of December 31, 2023

	TOTAL
22002 Deferred Revenue - CASA MiA	95,407.98
26000 Payroll Liabilities	
26010 Federal Taxes (941/944)	3,681.84
26030 WA Paid Family and Medical Leave Tax	470.50
26031 WA SUI Employer	313.43
26032 WA Workers Compensation	588.01
26033 Idaho Income Tax	114.00
26040 WA DCS Withholding	0.00
26050 EE Laptop Reimb	0.00
26060 YMCA Dues	126.60
Total 26000 Payroll Liabilities	5,294.38
26100 Salaries & Wages Payable	17,423.80
26110 Employer Taxes Payable	1,610.94
26112 HelpLine Stipend Payable	590.00
26120 Medical Benefits Payable	1,752.90
Direct Deposit Payable	730.27
Total Other Current Liabilities	\$377,995.69
Total Current Liabilities	\$378,578.57
Long-Term Liabilities	
33000 Lease Liability	66,549.42
Total Long-Term Liabilities	\$66,549.42
Total Liabilities	\$445,127.99
Equity	
Retained Earnings	153,749.44
Net Revenue	-73,027.30
Total Equity	\$80,722.14
TOTAL LIABILITIES AND EQUITY	\$525,850.13

MiA - SPD Community Engagement Partnership Goals & Deliverables

Deliverables	Goal
1. Trusted messengers: arriving at DV calls with SPD to (a) observe interactions, find opportunities for training reform. (b) Provide initial consult/orientation to callers.	Enhancing community <u>engagement</u> w/ marginalized neighbors
2. Culturally responsive training: things officers should consider when interacting with immigrants (best practices?)	Deepening <u>SPD-community relationships</u> with marginalized communities through collaboration
3. Trauma Informed training: how a traumatic event impacts affective, behavioral and cognitive responses that police should know.	
4. Participant Feedback: Listening sessions & surveys	Supporting underserved populations, <u>improving public safety</u> , and fostering resilience
5. Learn from SPD: how can advocates better educate participants? What should callers know about DV call responses & PO violation call responses? What does SPD want to communicate out to the community? What points of contact can be established between MiA staff & SPD staff? What would SPD want other orgs to know?	

MiA - SPD Community Engagement Partnership Logic Model

Inputs/Resources	Deliverables	Goal	Metrics
<p>Trusted messengers: MiA on-call representative for DV call response</p> <ul style="list-style-type: none"> On-call & on-site protocol Additional MiA staff <p>Culturally responsive training: MiA staff could offer the CORE training -OR- broker such training opportunities w/ community orgs.</p> <p>Trauma Informed Training: TI psychologist w/ experience training other agencies (Dr. Caquias)</p>	<ol style="list-style-type: none"> Trusted messengers: arriving at DV calls with SPD to (a) observe interactions, find opportunities for training reform. (b) Provide initial consult/orientation to callers. Culturally responsive training: things officers should consider when interacting with immigrants (best practices?) Trauma Informed training: how a traumatic event impacts affective, behavioral and cognitive responses that police should know. 	<p>Enhancing community <u>engagement</u> w/ marginalized neighbors</p>	<p>TM: # of calls assisted</p> <p>MiA observations about SPD response</p> <p>Officer feedback about TM services during DV calls</p>
	<ol style="list-style-type: none"> Participant Feedback: Listening sessions & surveys 	<p><u>Deepening SPD-community relationships</u> with marginalized communities through collaboration</p>	<p># of officers trained on CC & TIA</p> <p># of collaborative meetings between MiA/SPD</p> <p># of referrals made to SPD by MiA</p> <p>Officer feedback about trainings</p>
<p>Mia Staff training (from SPD?)</p> <ul style="list-style-type: none"> Community education materials <p>SPD needs assessment</p> <ul style="list-style-type: none"> Training reform SOP reforms Existing community feedback? Officer feedback 	<ol style="list-style-type: none"> Learn from SPD: How can advocates better educate participants? What should callers know about DV call responses & PO violation call responses? What does SPD want to communicate out to the community? What points of contact can be established between MiA staff & SPD staff? What would SPD want other orgs to know? 	<p><u>Supporting underserved populations, improving public safety, and fostering resilience</u></p>	<p># of participants educated</p> <p># of listening sessions & surveys</p> <p># and usefulness of SPD reform opportunities identified</p> <p>Community feedback</p>

5. Provide a detailed timeline and detailed program implementation plan.

Timeline		
	Implementation	Impact
Months 1-2	<ul style="list-style-type: none"> - Collaborative meeting with SPD; continue throughout - Review shared data; continue throughout - Training development - Refine services policies & partnership - Submit 1st monthly KPIs; monthly thereafter. 	<ul style="list-style-type: none"> - SPD, MiA build their partnership and communications to improve community safety
Months 3-4	<ul style="list-style-type: none"> - Refine services; continue throughout - Deliver 1st officer training - 1st quarterly report due; quarterly thereafter 	<ul style="list-style-type: none"> - Supports underserved populations, increases access to SPD services, improves public safety. - More survivors build resilience through increased service access.
Months 5-12	<ul style="list-style-type: none"> - Continuous improvement: <ul style="list-style-type: none"> - Officer training - Service delivery - Referrals - Community education 	<ul style="list-style-type: none"> - Continuous enhanced engagement with marginalized communities - Continuous improvement of trust, legitimacy, public safety
Months 13-15	<ul style="list-style-type: none"> - Program evaluation - Sustainability planning - Final reporting 	<ul style="list-style-type: none"> - Data used for continued collaboration, improvement.



STATE OF WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

M.I.A. SPOKANE
STE 208
318 E ROWAN AVE
SPOKANE WA 99207-1200

UNEMPLOYMENT INSURANCE - 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:

MIA MUJERES IN ACTION

Issue Date: Sep 26, 2025

Unified Business ID #: 604329781

Business ID #: 001

Location: 0001

Expires: Sep 30, 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: 604329781 001 0001

M.I.A. SPOKANE
STE 208
318 E ROWAN AVE
SPOKANE WA 99207-1200

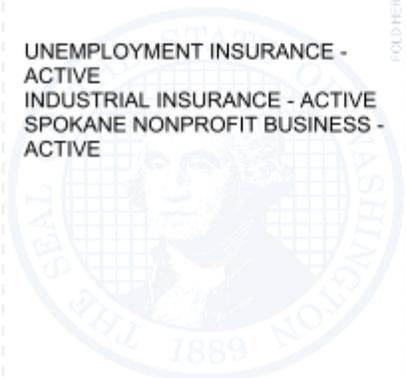
STATE OF WASHINGTON

FOLD HERE

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

FOLD HERE

Expires: Sep 30, 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)



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

February 24, 2026

WA UBI No.	604 329 781
L&I Account ID	818,282-00
Legal Business Name	M I A MUJERES IN ACTION
Doing Business As	M I A MUJERES IN ACTION
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

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

Memorandum

To:

From: Jason Nechanicky, Director of Purchasing & Contracts

Cc:

Date: 03/05/2026

Re: Insurance policy documents OPR 2026-0229 GRANT #6433-25

The contractor provided copies of their insurance policy in order to demonstrate compliance with the contract insurance requirements as the Certificate of Insurance on its own did not adequately demonstrate compliance. Due to the size of the file it is not included in the agenda packet. If you need access to the insurance policy documents, please send a request to purchasing@spokanecity.org and include the above subject line in your request, or access it by searching using the OPR number in the File Number field at the following link: <https://publicdocs.spokanecity.org/cityclerkrecords/>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Date Rec'd**

2/18/2026

Clerk's File #

OPR 2026-0230

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

POLICE

Bid #

RFQ 6496-26

Contact Name/Phone

STEVE WOHL 4056

Requisition #**Contact E-Mail**

SJWOHL@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

LANDSCAPING AND SNOW REMOVAL SERVICE FOR POLICE PROPERTIES

Agenda Wording

The Purchasing department has completed RFQ 6496-26 for landscaping and snow removal services for multiple Spokane Police Department properties.

Summary (Background)

Spokane Police Department properties including but not limited to the North Precinct, South Precinct, Police Academy, Property Building and Detective Building require landscaping and snow removal services. Four Seasons Services Inc, located at 6506 W. Alderbrook Lane, Spokane, Washington 99224, has been awarded a three year contract with one optional one-year renewal at a price not to exceed \$75,000 annually plus tax.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

These sites are critical for day to day operations within the Spokane Police Department and require prompt and ongoing plowing, deicing and landscape maintenance services for the safety of personnel and the public. This contract supports general City policy.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 75,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 48,000.00	# 0680-30210-21500-54212-68XXX
Expense \$ 27,000.00	# 0680-30210-21500-54206-68XXX
Select \$	#
Funding Source	Recurring
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	COWLES, MATTHEW
Division Director	HALL, KEVIN
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA
Distribution List	
jeremy@4seasonslandscape.net	spdfinance@spokanepolice.org
dloucks@spokanepolice.org	karcher@spokanecity.org
fourseas@4seasonslandscape.net	



CITY OF SPOKANE
POLICE DEPARTMENT

PREVENTATIVE MAINTENANCE AGREEMENT

**Title: LANDSCAPING AND SNOW REMOVAL SERVICES
FOR MULTIPLE POLICE DEPARTMENT LOCATIONS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **FOUR SEASONS SERVICES, INC.**, whose address is 6506 West Alderbrook Lane, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Landscaping and Snow Removal Services to multiple Spokane Police Department Locations; and

WHEREAS, the Contractor was selected from RFQ 6496-26.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2026, and ends on March 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed one (1) additional one year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in the City's RFQ 6496-26 and Contractor's Response which is attached as **Attachment C** and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, per year, plus applicable taxes and payable pursuant to the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260. All invoices should include the City Clerk's File No. "OPR #2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

6. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and

telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

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

indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

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

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; 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; and

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.

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave,

vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property

damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

////

////

////

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

FOUR SEASONS SERVICES, INC.

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Response to RFQ 6496-26

26-041

ATTACHMENT A

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

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

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

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

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

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

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

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



ATTACHMENT B

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C

Bid Response Summary

Bid Number RFQ 6496-26
Bid Title Landscaping and Snow Removal Services for Multiple Spokane Police Department Locations
Due Date Tuesday, February 3, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Four Seasons Services, Inc
Submitted By Jeremy Deforge - Friday, January 30, 2026 9:54:38 AM [(UTC-08:00) Pacific Time (US & Canada)]
 fourseas@4seasonslandscape.net 5094895707

Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walk Through			
	1.	There will be a MANDATORY pre-bid walk through on Tuesday January 27, 2026 starting at 09:30 am at the North Precinct, followed by the Police Academy, Property Building, South Precinct and Gardner Detective Building.	I acknowledge
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Landscaping and snow removal services for multiple Spokane Police Department locations. The services to be performed under this contract for each location are listed in the Pricing Form Tab.	I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will begin on or around April 01, 2026. This date may change based on the City's process. The initial contract period will be for three (3) years.	I acknowledge
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one additional (1) one-year period with the total contract period not to exceed 4 (four) years.	I acknowledge
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge

REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response. Also Please indicate name and email address for person who is authorized to sign the contract that would be awarded from this bid.	Jeremy Deforge jeremy@4seasonslandscape.net 509-216-2297 or 509-489-5707
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
INSURANCE	During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge
a.	Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00;	I acknowledge
a.	General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premise and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;	I acknowledge
a. i.	Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$2,000,000.00 in order to meet the insurance coverages required under this Contract.	I acknowledge
c.	Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificate(s) of Insurance to the City upon award determination. The certificate shall specify the City of Spokane as "additional insured" and all parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge
PUBLIC WORKS REQUIREMENTS		
A	The work under this contract is classified as routine maintenance under state law.	I acknowledge

1	A payment/performance bond is NOT required	I acknowledge
2	Statutory retainage is NOT required	I acknowledge
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge

E.	Filing Fees	Yes
1.	There is a fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" forms. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 - indicate whether you are exempt, have taken the training or have not taken the training.	have not taken training
G.	Prevailing Wages Multi-Year Contracts and Extensions	Yes
1.	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I acknowledge and I agree
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
SPECIAL INSTRUCTIONS		
1.	The City of Spokane reserves the right to add or delete services at any time. Pricing for additional service(s) shall be determined using the same methodology as quote pricing.	I acknowledge
2.	The estimated service frequency is "best guess" and may vary more or less. No guarantee is given for the frequency of any listed service(s)	I acknowledge
3.	Non Escalation - The Vendor's prices shall be firm through the contract period with no provision for price increases unless specific provisions are proposed and agreed upon.	I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge

Scope of Work	Landscaping and Snow Removal Services for multiple Spokane Police Department Locations. There are five locations included at this time, this number may increase or decrease throughout the life of the contract. Snow removal should be triggered by a 2" snow event. Vendor to determine when de-icing services are needed separate from a 2" snow event. Spokane Police department staff may also call to request de-icing services.	I acknowledge
Scope of Work	Special instructions for the Police Academy: Gates are open Monday through Friday 6am to 5pm. Range needs to be mowed prior to 8am. There are no special requirements for chemical spray in the K9 area	I acknowledge and agree
Scope of Work	Special Instructions for Property Building location: Do not touch anything within the fenced area- it is evidence. Call the SPD supervisor to access the fenced area.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies, including proper flagging in required.	I acknowledge
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual volume performed.	I acknowledge
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge
SDS Sheets	Vendor must provide to The City of Spokane Police Department SDS Sheets for all chemicals and sprays used in the performance of this contract.	I understand and I agree
Applicable Laws & Regulations	Vendor must comply with all applicable laws and regulations when chemicals are used on City of Spokane property, including proper flagging if required.	I understand and I agree
Contact Telephone Number	Provide an active 24 hour contact telephone number - not an answering service. The City of Spokane must be able to speak to a person, not a voice mail.	Jeremy Deforge 509-216-2297
Local Branch	Vendor must have a local branch (within 50 miles) for supervision to ensure service level is maintained in the event of staff absences. Vendor must communicate action plan with the City of Spokane within one (1) hour of first call from City employee if vendor employee is not available via phone.	I understand and I agree
OSHA Standards	Employees must be trained and aware of current OSHA standards	I understand and I agree
Communication	Employees must be able to communicate, either written or spoken, with the on-site Spokane Police Department staff proficiently.	I understand and I agree
Local Contact	The contract will require a local contact for knowledge of current conditions - List here the name and contact information for that person.	Jeremy Deforge 509-216-2297
Spring Start-Up	Contractor must advise Spokane Police staff in advance of the date of service for spring start-up services.	I agree and I understand
BID		

Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
ADDENDA	Please upload signed addendum here.	
ADDENDA	Please upload additional signed addendum if needed.	
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it. You MUST fill out this form even if you are not using any subcontractors. You will not be able to subcontract with a company if it is not listed on this form and submitted with your response.	Subcontractor List.pdf
SUBCONTRACTOR RESPONSIBILITY	A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier	i understand and I agree
SUBCONTRACTOR RESPONSIBILITY	B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:	I understand and I agree
SUBCONTRACTOR RESPONSIBILITY	1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;	I understand and I agree
SUBCONTRACTOR RESPONSIBILITY	2. Have a current Washington Unified Business Identifier (UBI) number;	I understand and I agree
SUBCONTRACTOR RESPONSIBILITY	3. If applicable, have: a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; b. A Washington Employment Security Department number, as required in Title 50 RCW; c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; d. An electrical contractor license, if required by Chapter 19.28 RCW; e. An elevator contractor license, if required by Chapter 70.87 RCW.	I understand and I agree
SUBCONTRACTOR RESPONSIBILITY	4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).	I understand and I agree
SUBCONTRACT	Upload a copy of your Subcontractor Contract	
Bid Security	*REQUIREMENT REMOVED - BID BOND NO LONGER NEEDED*	
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	FOURLI977M9
#2	Provide Contractor's U.B.I. Number	602-284-620
#3	Provide Contractor's Washington Employment Security Department Number	000-233203-00-2
#4	Provide Contractor's Washington Excise Tax Registration Number	602-284-620

#5	Provide Contractor's City of Spokane Business Registration Number	T12040127
#6	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification. Bidders can choose to Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" from The Bids Documents Tab and complete ahead of time. If you choose to complete ahead of time, please upload document here.	scan.pdf
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Location #1 - North Precinct: 5124 N. Market Street, Spokane, WA 99217 - Landscaping								
	1.	Lawn Fertilization and Weed Control - April/ June/ August/ October	Base	ea	4.00	\$60.00	\$240.00	I
	2.	Lawn Aeration - May	Base	ea	1.00	\$75.00	\$75.00	
	3.	Lawn Mow / Trim / Edge / Policing for Litter/ Sprinkler Check - Weekly	Base	ea	28.00	\$55.00	\$1,540.00	
	4.	Lawn Insect Control	Base	ea	1.00	\$0.00	\$0.00	Included in Lawn Fertilizer
	5.	Shrub Bed Weed Control - Pre-emergent	Base	ea	1.00	\$80.00	\$80.00	
	6.	Shrub Bed Weed Control - Follow Ups - April/ June/ August/ October	Base	ea	4.00	\$80.00	\$320.00	
	7.	Tree / Shrub Pruning - May and September	Base	ea	2.00	\$775.00	\$1,550.00	

8.	Tree & Shrub Insect Spray Control	Base	ea	2.00	\$132.00	\$264.00	
9.	Insect Control Foundation Spray	Base	ea	2.00	\$105.00	\$210.00	
10.	Bareground Weed Control (Includes All Non-traffic Areas)	Base	ea	1.00	\$150.00	\$150.00	
11.	Sterilize Curbs, Cracks & Alley	Base	ea	2.00	\$80.00	\$160.00	
12.	Irrigation System Turn On, Check and Adjust	Base	ea	1.00	\$73.00	\$73.00	
13.	Irrigation System Winterization	Base	ea	1.00	\$73.00	\$73.00	
14.	Seasonal Clean up - Spring and Fall (Raking, Parking lots)	Base	ea	2.00	\$500.00	\$1,000.00	Additional cleanup is requested \$85.00 per man hr plus \$15 per yard for dump fees
15.	Sprinkler Repair - Rate Per Hour (Enter % markup on parts in comments area)	Base	ea	1.00	\$85.00	\$85.00	
Location #1 - North Precinct: 5124 N. Market Street, Spokane, WA 99217 - Snow Removal							
1.	Plowing Parking Lots - 2" Deep	Base	ea	7.00	\$130.00	\$910.00	
2.	Clearing Walkways and Sidewalks: 2" Deep	Base	ea	7.00	\$68.00	\$476.00	
3.	Granular De-Ice Sidewalk	Base	ea	9.00	\$50.00	\$450.00	
4.	Liquid De-Ice Parking Lot & Entrances	Base	ea	9.00	\$70.00	\$630.00	
Location #2 - Police Academy: 2302 N Waterworks St., Spokane, WA 99212- Landscaping Only							
1.	Lawn Fertilization and Weed Control - April/ June/ August/ October	Base	ea	4.00	\$600.00	\$2,400.00	
2.	Lawn Aeration - May	Base	ea	1.00	\$375.00	\$375.00	
3.	Lawn Mow / Trim / Edge / Policing for Litter/ Sprinkler Check - Weekly	Base	ea	28.00	\$325.00	\$9,100.00	
4.	Lawn Insect Control	Base	ea	2.00	\$0.00	\$0.00	Included in Lawn Fertilizer

5.	Shrub Bed Weed Control - Pre-emergent	Base	ea	1.00	\$106.00	\$106.00	
6.	Shrub Bed Weed Control - Follow Ups - April/ June/ August/ October	Base	ea	4.00	\$105.00	\$420.00	
7.	Tree / Shrub Pruning - May and September	Base	ea	2.00	\$1,000.00	\$2,000.00	
8.	Tree & Shrub Insect Spray Control	Base	ea	2.00	\$158.00	\$316.00	
9.	Insect Control Foundation Spray	Base	ea	2.00	\$210.00	\$420.00	
10.	Bareground Weed Control (Includes All Non-traffic Areas)	Base	ea	2.00	\$342.00	\$684.00	
11.	Sterilize curbs, cracks & alley	Base	ea	2.00	\$210.00	\$420.00	
12.	Weed Whacking Main Gate/Cardreader Area	Base	ea	3.00	\$185.00	\$555.00	
13.	Irrigation System Turn On, Check and Adjust	Base	ea	1.00	\$260.00	\$260.00	
14.	Irrigation System Winterization	Base	ea	1.00	\$300.00	\$300.00	
15.	Seasonal Clean up - Spring and Fall (Raking, Parking lots)	Base	ea	2.00	\$800.00	\$1,600.00	Additional cleanup is requested \$85.00 per man hr plus \$15 per yard for dump fees
16.	Sprinkler Repair - Rate Per Hour (Enter % markup on parts in comments area)	Base	ea	1.00	\$85.00	\$85.00	
Location #3 - Property Building: 4010 E. Alki Ave, Spokane WA 99202 - Landscaping							
3.	Insect Control Foundation Spray	Base	ea	2.00	\$158.00	\$316.00	
1.	Bare Ground Weed Control	Base	ea	2.00	\$198.00	\$396.00	
4.	Seasonal Clean up - Spring and Fall (Raking, Parking lots)	Base	ea	2.00	\$150.00	\$300.00	
Location #3 - Property Building: 4010 E. Alki Ave, Spokane WA 99202 - Snow Removal							

1.	Plowing Parking Lots: 2" Deep	Base	ea	7.00	\$130.00	\$910.00	
2.	Clearing Walkways / Sidewalks: 2" Deep	Base	ea	7.00	\$53.00	\$371.00	
3.	Granular De-ice Walkways	Base	ea	9.00	\$50.00	\$450.00	
4.	Liquid De-ice Parking Lot / Entrance	Base	ea	9.00	\$95.00	\$855.00	
Location #4 - South Precinct: 524 S. Stone Spokane, WA 99202 - Landscaping							
1.	Lawn Fertilization and Weed Control - April/ June/ August/ October	Base	ea	4.00	\$75.00	\$300.00	
2.	Lawn Aeration - May	Base	ea	1.00	\$75.00	\$75.00	
3.	Lawn Mow / Trim / Edge / Policing for Litter/ Sprinkler Check - Weekly	Base	ea	28.00	\$85.00	\$2,380.00	
4.	Shrub Bed Weed Control: Pre-emergent	Base	ea	1.00	\$90.00	\$90.00	
5.	Shrub Bed Weed Control - Follow Ups - April/ June/ August/ October	Base	ea	4.00	\$90.00	\$360.00	
6.	Tree / Shrub Pruning - May and September	Base	ea	2.00	\$850.00	\$1,700.00	
7.	Irrigation System Turn On, Check and Adjust	Base	ea	1.00	\$120.00	\$120.00	
8.	Irrigation System Winterization	Base	ea	1.00	\$120.00	\$120.00	
9.	Seasonal Clean up - Spring and Fall (Raking, Parking lots)	Base	ea	2.00	\$500.00	\$1,000.00	Additional cleanup is requested \$85.00 per man hr plus \$15 per yard for dump fees
10.	Sprinkler Repair - Rate Per Hour (Enter % markup on parts in comments area)	Base	ea	1.00	\$85.00	\$85.00	
Location #4 - South Precinct: 524 S. Stone Spokane, WA 99202 - Snow Removal							
1.	Plowing Parking Lots - 2" Deep	Base	ea	7.00	\$130.00	\$910.00	
2.	Clearing Walkways and Sidewalks: 2" Deep	Base	ea	7.00	\$80.00	\$560.00	

3.	Granular De-Ice Sidewalk	Base	ea	9.00	\$55.00	\$495.00	
4.	Liquid De-ice Parking Lot & Entrances	Base	ea	9.00	\$100.00	\$900.00	
Location #5 - Detective Building: 1427 W. Gardner Ave. Spokane, WA 99201 - Landscaping							
1.	Lawn Fertilization and Weed Control - April/ June/ August/ October	Base	ea	4.00	\$60.00	\$240.00	
2.	Lawn Aeration - May	Base	ea	1.00	\$75.00	\$75.00	
3.	Lawn Mow / Trim / Edge / Policing for Litter/ Sprinkler Check - Weekly	Base	ea	28.00	\$65.00	\$1,820.00	
4.	Lawn Insect Control	Base	ea	1.00	\$0.00	\$0.00	Included in Lawn Fertilizer
5.	Shrub Bed Weed Control - Pre-emergent	Base	ea	1.00	\$90.00	\$90.00	
6.	Shrub Bed Weed Control - Follow Ups - April/ June/ August/ October	Base	ea	4.00	\$90.00	\$360.00	
7.	Tree / Shrub Pruning - May and September	Base	ea	2.00	\$750.00	\$1,500.00	
8.	Tree & Shrub Insect Spray Control	Base	ea	2.00	\$125.00	\$250.00	
9.	Insect Control Foundation Spray	Base	ea	1.00	\$95.00	\$95.00	
10.	Bareground Weed Control (Includes All Non-traffic Areas)	Base	ea	2.00	\$80.00	\$160.00	
11.	Irrigation System Turn On, Check and Adjust	Base	ea	1.00	\$105.00	\$105.00	
12.	Irrigation System Winterization	Base	ea	1.00	\$105.00	\$105.00	
13.	Seasonal Clean up - Spring and Fall (Raking, Parking lots)	Base	ea	2.00	\$600.00	\$1,200.00	Additional cleanup is requested \$85.00 per man hr plus \$15 per yard for dump fees
14.	Sprinkler Repair - Rate Per Hour (Enter % markup on parts in comments area)	Base	ea	1.00	\$85.00	\$85.00	

Location #5 - Detective
Building: 1427 W.
Gardner Ave. Spokane,
WA 99201- Snow
Removal

1.	Plowing Both Parking Lots: 2" Deep	Base	ea	7.00	\$147.00	\$1,029.00
2.	Clearing Walkways / Sidewalks: 2" Deep	Base	ea	7.00	\$105.00	\$735.00
3.	Granular De-ice Walkways	Base	ea	9.00	\$63.00	\$567.00
4.	Liquid De-ice Upper Parking Lot / Entrance	Base	ea	9.00	\$70.00	\$630.00
Total Base Bid		\$49,066.00				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hub International Northwest LLC, Spokane, WA 99220. CONTACT NAME: Elisabeth Broom, elisabeth.broom@hubinternational.com. INSURER(S): Western National Mutual Insurance Company (15377), Western National Assurance Company (24465).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, and Umbrella Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

ADDITIONAL INSURED ALSO INCLUDES: THE CITIES OFFICERS, AND EMPLOYEES THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOUR ENDORSEMENT FOR GENERAL LIABILITY

CERTIFICATE HOLDER: City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000.....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item 2. **Exclusions**, Paragraph j. is replaced by the following:

j. **Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (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, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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.

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for “property damage” under this provision:

- (1) \$25,000 any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”;
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

The insurance provided for “property damage” from the use of elevators and for “property damage” to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while 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 Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs **b.** and **d.** with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. **a. (1)** is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “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), 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 the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. **a.** is replaced by the following:

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

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, 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.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) 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;
 - (5) 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;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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
 - (8) "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 Subparagraphs (4) or (6); 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.
 3. This Provision **C.** does not apply:
 - a. 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. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
 4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

 - a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

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

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies 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 or authorization.

However:

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

2. 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".

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$300,000; or
 - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
 - a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. 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. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item 8. **Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph 9. a. is replaced by the following:

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

B. Personal And Advertising Injury Redefined

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –
OPERATIONS AND COMPLETED OPERATIONS –
WITH ADDITIONAL INSURED REQUIREMENT
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

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

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:
- (1)** Any covered “auto” you lease, hire, rent or borrow.
 - (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the “underlying insurance,” or
2. The Limits of Insurance available after the payment of “ultimate net loss” on any insured’s behalf from any claim or “suit”.

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the “Schedule of Underlying Coverages.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

February 18, 2026

WA UBI No.	602 284 620
L&I Account ID	845,697-02
Legal Business Name	FOUR SEASONS SERVICES INC
Doing Business As	FOUR SEASONS LANDSCAPING
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "31 to 50 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	FOURSLI977M9
License Expiration	09/29/2027

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

From: [Archer, Katelyn](#)
To: jeremy@4seasonslandscape.net; fourseas@4seasonslandscape.net
Cc: [Loucks, Michelle](#)
Subject: RFQ 6496-26 - Landscaping and Snow Removal Services for Multiple Spokane Police Department Locations
Date: Monday, February 9, 2026 11:48:00 AM
Attachments: [COI.pdf](#)

Hi Jeremy,

Four Season Services Inc has been determined as the apparent responsive, responsible low bidder for RFQ 6496-26 – Landscaping and Snow Removal Services for Multiple SPD Locations. Confirming the % markup on sprinkler related parts is 20%.

To proceed, we'll need to request a contract from our legal department, which will require an updated COI. SPD contracts now require the COI certificate holder to be listed as the City of Spokane as shown below, rather than specific to Spokane Police Department. The coverages should match the attached COI, with the Certificate holder section updated.

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

The total amount of the contract over the 3-year term will require City Council Approval. We are shooting for the 03/02 committee meeting date, and the approval process takes about 4 weeks. Please let me know if you have any questions or concerns.

Thank you,

KATIE ARCHER | CITY OF SPOKANE | PROCUREMENT SPECIALIST
509.625.6399 office | KARCHER@SPOKANECITY.ORG | spokanecity.org

Register in our electronic bidding system to view Purchasing Department projects at:
<https://spokane.procurement.com/home>

Register for the City of Spokane Small Public Works, Consultant, and/or Vendor rosters at: <https://mrscrosters.org/>

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW



< **Business Lookup**

License Information:

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

Entity name: FOUR SEASONS SERVICES INC.

Business name: FOUR SEASONS LANDSCAPING, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-284-620

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6506 W ALDERBROOK LANE
SPOKANE WA 99224

Mailing address: PO BOX 19226
SPOKANE WA 99219-9226



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Apr-30-2026	Aug-20-2014
Spokane General Business	T12040127BL			Active	Apr-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DEFORGE, JEREMY	

Registered Trade Names

Registered trade names	Status	First issued
FOUR SEASONS LANSCAPING	Active	Mar-15-2021
FOUR SEASONS LAWN & TREE CARE	Active	Mar-15-2021



The Business Lookup information is updated nightly. Search date and time:
2/11/2026 9:33:48 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

Date Rec'd		3/4/2026
Clerk's File #		OPR 2025-0061
Cross Ref #		
Project #		
Submitting Dept	PUBLIC WORKS	Bid #
Contact Name/Phone	KIRSTIN DAVIS 509-625-7773	Requisition #
Contact E-Mail	KDAVIS@SPOKANECITY.ORG	
Agenda Item Type	Contract Item	
Council Sponsor(s)	KKLITZKE ZZAPPONE	
Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	WATER CONSERVATION EDUCATION SERVICES - ROGUE HEART MEDIA -	

Agenda Wording

Water Wise Program Education Services with Rogue Heart Media

Summary (Background)

The Water Department is asking to renew a contract with Rogue Heart Media for creative services to continue to promote the Water Wise program to the community. These services will provide content to highlight success stories and educate residents and businesses about water conservation and efficiency and aquifer protection.

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.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 60,000.00
Current Year Cost	\$ 60,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 60,000.00	# 4100-424215-34148-54201-999999
Select \$	#
Funding Source	One-Time
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Accounting Manager	
Legal	HARRINGTON,
For the Mayor	
Distribution List	
mfeist@spokanecity.org	rhershaw@spokanecity.org
kdavis@spokanecity.org	



City of Spokane
CONTRACT RENEWAL
Title: PUBLIC EDUCATION SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ROGUE HEART MEDIA, INC.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide media production, video and photo to illustrate and inform the public about water conservation; and,

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, effective January 17, 2025 and January 20, 2025, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

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

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY THOUSAND AND 00/100 (\$60,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

ROGUE HEART MEDIA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2025

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

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

PRODUCER North Town Insurance 5727 N Division St Spokane, WA 99208	CONTACT NAME: Joseph Armand PHONE (A/C, No, Ext): (509)483-3030 E-MAIL ADDRESS: info@northtowninsurance.com	FAX (A/C, No): (509)413-0900	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rogue Heart Media SPC. 2916 N Monroe St Spokane, WA 99205-3359	INSURER A: Ohio Security Insurance Company		24082
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 95954673-0

REVISION NUMBER: 10

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BZS63806299	09/21/2025	09/21/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BZS63806299	09/21/2025	09/21/2026	PER STATUTE	STOP GAP
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Media, Video, and Photography operations.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JJA)
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



< Business Lookup

License Information:

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

Entity name: ROGUE HEART MEDIA SPC

Business name: ROGUE HEART MEDIA INC.

Entity type: [Profit Corporation](#)

UBI #: 603-396-687

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2916 N MONROE ST
SPOKANE WA 99205-3359

Mailing address: 2916 N MONROE ST
SPOKANE WA 99205-3359



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Certified B Corporation				Active	Mar-31-2027	Nov-04-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SCHUYLER KENNEDY, MEGAN	

The Business Lookup information is updated nightly. Search date and time: 3/3/2026 8:06:03 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/02/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/23/2026

		Date Rec'd	2/24/2026
		Clerk's File #	RES 2026-0021
		Cross Ref #	OPR 2026-0228
		Project #	
Submitting Dept	FIRE	Bid #	SOLE SOURCE
Contact Name/Phone	MIKE FORBES 5094357029	Requisition #	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	SOLE SOURCE RESOLUTION AND CONTRACT - INFOR CAD SOFTWARE		

Agenda Wording

Declare Infor Public Sector Inc. as a sole source vendor to license, use and provide annual CAD maintenance for the proprietary CAD software and approve contract. This resolution and contract will be for two years.

Summary (Background)

Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This sole source resolution and contract is with Infor Public Sector of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. Sole source will be good for two years while the current contract period will be from May 1, 2026 through April 30, 2027. Annual cost of \$110,495.92, of which \$13,182.71 Spokane Fire is responsible and remaining balance will be reimbursed by Spokane Regional Emergency Communications (SREC).

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

NA

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 110,495.92	
Current Year Cost		\$ 110,495.92	
Subsequent Year(s) Cost		\$ NA	
<u>Narrative</u>			
Request to extend the City's contract with Infor for EnRoute CAD. The City holds the contract; SREC uses the system and will fully reimburse the City under an existing ILA. The extension ensures uninterrupted emergency dispatch operations.			
Amount		Budget Account	
Expense	\$ 13,182.71	#	1970-35142-22100-54820-99999
Expense	\$ 97,313.22	#	1970-35210-28200-54820-99999
Select	\$	#	
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes, this has been a reoccurring cost that has been included in Fire's budget for several years.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
NA			
Approvals		Additional Approvals	
Dept Head	DAHL, LANCE	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
Division Director	DAHL, LANCE	<u>PURCHASING</u>	PRINCE, THEA
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Edward Foley (Signer) Edward.Foley@infor.com		Mike Forbes mforbes@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Scott Campbell scampbell@spokanecity.org	
Tom Williams tmwilliams@spokanecity.org		Shawna Wagner - Shawna.Wagner@infor.com	

SOLE SOURCE RESOLUTION 2026-0021

A RESOLUTION declaring Infor Public Sector, Inc. a sole source provider of Infor Cad Maintenance/Licensing at the Spokane City Fire Department and authorizing a contract with Infor Public Sector for Infor Cad Maintenance/Licensing for a two (2) year term.

WHEREAS, the Spokane City Fire Department is currently using a proprietary computer aided dispatch software solution”; and

WHEREAS, maintenance/licensing/interfacing/support for this solution is not available from any other vendor since this vendor owns them; and

WHEREAS, Infor sells directly to the customer; and

WHEREAS, If the City of Spokane Fire Department’s CAD system fails, incident response will be hindered which may result in citizen injury or death.

WHEREAS, the cost of contracting with Infor Public Sector for Infor Cad Maintenance/Licensing exceeds the 2026 public bid limit of \$50,000.00 for the purchase of services; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Infor Public Sector, Inc. sole provider of Infor Cad Maintenance/Licensing; and

BE IT FURTHER RESOLVED that the City Council authorizes the contract with Infor Public Sector Inc. for Infor Cad Maintenance/Licensing for 102,000.00 annually plus applicable tax for a two (2) year period.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-27**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** (“Infor”) and **Spokane Fire Department** (“Customer”) shall be amended as follows:

- 1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for the term, commencing May 1, 2026 and terminating April 30, 2027. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

- 2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-27 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by
Spokane Fire Department:**

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Date

Date

Approved as to form:

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2026

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-GAWUC-25-26	CONTACT NAME: PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Insurance Company		24147
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Infor Equity Holdings, LLC
 and all majority owned subsidiaries including IGS Holding LP
 13560 Morris Road, Suite 4100
 Alpharetta, GA 30004

COVERAGES**CERTIFICATE NUMBER:**

SEA-003814989-07

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY 315812 25	12/01/2025	12/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315811 25	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314306 25	12/01/2025	12/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			MWML 315899 25	12/01/2025	12/01/2026	Limit, per Loss 1,000,000

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

Evidence of coverage

The City of Spokane is included as an additional insured with respect to the general liability policy but only as required by executed written contract and subject to the terms and conditions of the policy. A waiver of subrogation applies for the general liability policy in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Spokane
 Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.



Spokane Fire Department
44 West Riverside
SPOKANE, WA 99201
USA
Attn: Kyle Haugen

04 Dec 2025

Renewal Notification

Notification No : 9070	Account ID : 103	Spokane Fire Department
-------------------------------	-------------------------	--------------------------------

Your Subscription / Maintenance agreement will soon be due for renewal. Please find enclosed a summary of the renewal details for the upcoming term.

By renewing your Subscription / Maintenance agreement, you will continue to receive valuable access to Support, the latest product enhancements and fixes, and Knowledge Bases. All of this information can be accessed via Infor Concierge, a powerful self-service tool built for customers to simplify access to important sites, content, and resources.

Your success is at the fore front of our minds, and we will:

- Provide software that responds to your needs, and ensures that you have the right features to meet your business requirements.
- Maintain a wide variety of fully-connected solutions to improve performance in every aspect of your business.
- Develop and deliver next generation technology so that your business can stay flexible and responsive in all business conditions.
- Build applications on reliable, current, standard technologies to give you maximum performance, stability, and compatibility with other products.
- Ensure that upgrades are delivered in a non-disruptive way.

You have been identified as a main contact in our database and we want to ensure our records are current and that the right person in your company receives your invoice in a timely fashion. Please take a few minutes to complete the information on the next page and return it by fax or email at your earliest convenience. If you require a purchase order number on your invoice for easier processing, please enclose a copy of your purchase order.

Your Subscription / Maintenance renewal will be issued in the coming days in accordance with our terms and conditions.

If you want to learn about exciting new enhancements to your software, or if you have questions regarding this renewal, please do not hesitate to contact me.

Thank you for being a valued customer. We appreciate your business.

Regards,

Shawna Wagner

Subscription Services Manager

Phone : +14704815238

e-mail : Shawna.Wagner@infor.com



Notification No	Notification Date
P - 9070-US06A	12/04/2025

Renewal Notification

For the attention of:

Spokane Fire Department
 44 West Riverside
 SPOKANE, WA 99201
 USA
 Attn: Kyle Haugen

Deliver to: **Please Verify Addresses**
 Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

Bill To : Spokane Fire Department
 44 West Riverside
 SPOKANE, WA 99201
 USA
 Attn: Kyle Haugen

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	4,231.20
Paging Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	4,935.20
Encoder Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	4,982.23
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	5,923.33
DF/AD Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	3,760.65
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	14,666.25
Locution Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	1,862.98
FireHouse Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	1,506.50
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2026	04/30/2027	12,536.82
EnRoute CAD Seats	Spokane	PROD	1	12	05/01/2026	04/30/2027	15,862.08
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	7,293.10
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	4,694.84
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	05/01/2026	04/30/2027	0.00
CAD Seat Lite	Spokane	PROD	1	2	05/01/2026	04/30/2027	2,551.58
EnRoute CAD Seats Only	Spokane	PROD	1	2	05/01/2026	04/30/2027	283.51



Notification No	Notification Date
P - 9070-US06A	12/04/2025

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
US Digital Fire Station Alerting Interface	Spokane	PROD	1	1	05/01/2026	04/30/2027	4,106.08
Infor E-Mobile User	Spokane	PROD	1	48	05/01/2026	04/30/2027	12,083.14
TAX(Type RE - WA)							9,216.43

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Net	Tax	Total:
101,279.49	9,216.43	110,495.92

We hereby give you notice that your maintenance is scheduled to renew for the dates detailed above. You will be invoiced prior to the start of this renewal term and payment is due prior to your current expiry date to ensure continued support.

Our Purchase Order is enclosed.

Our Purchase Order number is _____

No PO is required

Renewal Total USD 110,495.92

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



< **Business Lookup**

License Information:

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

Entity name: INFOR PUBLIC SECTOR, INC.

Business name: INFOR PUBLIC SECTOR, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-085-270

Business ID: 001

Location ID: 0002

Location: Active

Location address: 244 PERIMETER CENTER PKWY NE
STE 400
DUNWOODY GA 30346-1402

Mailing address: 244 PERIMETER CENTER PKWY NE
STE 400
DUNWOODY GA 30346-1402

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	033040			Active		Nov-15-2005
Kirkland General Business - Non-Resident	OBL28029			Active	Mar-31-2026	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2026	Feb-14-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FLAMINI, MATTHEW	
HYLTON, ANDRE P	
PRITCHARD, LINDSAY	



Owners and officers

Title

SAMUELSON, KEVIN

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
2/19/2026 10:03:50 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2025

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Infor-Tec10-25-26	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Infor Equity Holdings, LLC and all majority owned subsidiaries including IGS Holding LP 13560 Morris Road, Suite 4100 Alpharetta, GA 30004	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Swiss Re Corporate Solutions Capacity Insurance		34916
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES**CERTIFICATE NUMBER:**

SEA-003804038-04

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O/Cyber			5604.1	12/01/2025	12/01/2028	Per Claim and Aggregate 1,000,000

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

Evidence of coverage

CERTIFICATE HOLDER

City of Spokane
 Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Stephani Swarim

© 1988-2016 ACORD CORPORATION. All rights reserved.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 11/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/5/2025

Clerk's File #

ORD C36806

Cross Ref #

RES 2025-0106

Project #**Council Meeting Date:** 01/12/2026**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 6305

Requisition #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

FIRST READING OF ORDINANCE VACATING 13TH AVE BETWEEN CHESTNUT &

Agenda Wording

Vacating 13th Ave between Chestnut & Inland Empire

Summary (Background)

The city water department needs to expand the existing adjacent booster station and there is no room to do so on the existing or any adjacent parcel. The low volume gravel road 13th Ave. is the best place to construct a booster station expansion given that all necessary utilities (large diameter water main, electrical, communication) are nearby. Neighborhood access to Inland Empire Way is available one block north at 12th Ave or one block south at 14th Ave - both of which are paved. City staff is requesting that City Council vacate this right-of-way to accommodate this booster station expansion.

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	PALMQUIST, TAMI
Division Director	MACDONALD, STEVEN
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: January 13, 2026

TO: Eldon Brown
Engineering Services

Clerk's File No.
ORD C36806

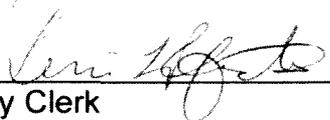
FROM: Terri Pfister, City Clerk

RE: Vacation of 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way.

Attached is a copy of Ordinance C36806 for the vacation of:

13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way.

This ordinance was read for the first time on January 12, 2026, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

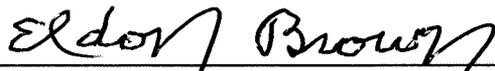


City Clerk

1/13/2026

Date

Precedent conditions have been met and Ordinance C36806 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 3/4/26

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

ORDINANCE NO. C36806

An ordinance vacating 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way

WHEREAS, a petition for the vacation of 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way 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 13th Avenue between the east line of Chestnut Street and the west line of Inland Empire Way is hereby vacated. Located within the SE Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian. Parcel number not assigned.

Adopted by the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
10/28/25**

LOCATION: 13th Ave between Chestnut & Inland
PROPONENT: City of Spokane
PURPOSE: To accommodate a new water booster station
HEARING: January 12, 2026
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista requests the following language be added as a condition of approval:

1. Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services located in vacated 13th. Easement shall be recorded and referenced on final Record of Survey.
2. 10' feet in width, centered on facilities as constructed, are required for our electrical services

COMCAST – Comcast has no cable plant in this right-of-way. We are ok with the proposed vacation of this easement

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – Inland will not be affected by the vacation of ROW

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – We have no concerns with this. We are not in the vicinity.

LUMEN – Lumen doesn't have any facilities located in the vacation area and we are okay to vacate.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – No comments

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – Zayo has no objection and or comment concerning the vacation request.

CITY DEPARTMENTS & E911

ADDRESSING – Addressing has no concerns

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – Planning has no concerns with this vacation request.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT – Fire has no concerns with the proposed vacation

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 Collection has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT

1. Remove curb ramps and curb returns on Inland Empire Way west curb line at 13th.
2. Extend curb and sidewalk along west side of Inland Empire Way to connect with existing curb and sidewalk.
3. Remove stop sign and street name sign.

4. Fill in edge line and centerline striping on Inland Empire Way.
5. Replace street name sign at 13th and Chestnut.

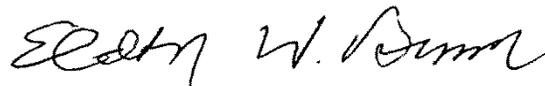
WASTEWATER MANAGEMENT – Wastewater Management has no assets in the proposed vacation area. Therefore, provided on site runoff is maintained and treated on site, we have no objection to the vacation.

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, be established for Avista's existing utilities.
2. Right-of-way closure work must be completed as part of the Booster Station Project. This closure must include,
 - i. Remove curb ramps and curb returns on Inland Empire Way west curb line at 13th.
 - ii. Extend curb and sidewalk along west side of Inland Empire Way to connect with existing curb and sidewalk.
 - iii. Remove stop sign and street name sign
3. The assessed valuation for the vacated land as defined by the latest information from the County Assessor is \$19,980.08. Because this right-of-way vacation is to accommodate a City project, City staff requests that the fee for the vacated land be waived.

Eldon Brown, P.E.
Principal Engineer – Developer Services





**Right-of-way Description:
13th Ave between the East line of
Chestnut St. and the West line of Inland
Empire Way**

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.



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

9/10/2025

Clerk's File #

ORD C36782

Cross Ref #

ORD C36708

Project #**Council Meeting Date:** 12/08/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #**Contact E-Mail**

JDEESE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

NO

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

ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO

Agenda Wording

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the list of designated Festival Streets table in SMC 12.08.060 to expand the Garland Avenue designation and add a designation for Sprague Avenue.

What impacts would the proposal have on historically excluded communities?

Removes some barriers for neighborhoods and event organizers to host events on public streets.

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

Not applicable

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

Not applicable

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

Allows for easier access to community events in neighborhoods and provides regular traffic modifications to submit for permit review.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	

ORDINANCE NO. C36782

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, 2025 City Council passed Ordinance C36708, which created a “festival streets” designation, which ordinance became effective on August 24, 2025; and

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

WHEREAS, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

WHEREAS, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

WHEREAS, the City seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

WHEREAS, the City would like to amend the designated “festival streets” to the extent practicable to allow for the widest variety of events to occur;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.060 is amended to read as follows:

Section 12.08.060 Festival Streets Designated

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as "festival streets" to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special events:

Street	Direction
Garland Avenue	from Monroe Street to (Post Street) <u>Howard Street</u>
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	From Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue

Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street
Market Street	from Broad Avenue to Bismarck Avenue
Perry Street	from 9 th Avenue to 12 th Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
Spokane Falls Boulevard	from Lincoln Street to Wall Street
Spokane Falls Boulevard	from Post Street to Wall Street
<u>Sprague Avenue</u>	<u>from Bernard Street to Division Street</u>
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

- C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.
- D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: This corrected version uses the current form of SMC code, fixing an error in the table of designated streets and adds notification and outreach requirements for the City and event organizers.

Strike the entirety of the ordinance and replace it with the following:

ORDINANCE NO. C36782

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, City Council passed Ordinance C36708 which created a “festival streets” designation; and

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

WHEREAS, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

WHEREAS, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

WHEREAS, the city seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

WHEREAS, The City would like to amend the designated “festival streets” to allow for the widest variety of events to occur.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.060 is amended to read as follows:

Section 12.08.060 Festival Streets Designated

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as “festival streets” to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special

ORD C36782 (CORRECTED ZAPPONE KLITZKE AMENDMENT)(3-6-26)

events:

Street	Direction
Garland Avenue	from Monroe Street to ((Post Street)) <u>Howard Street</u>
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	from Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue
Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street
Market Street	from Broad Avenue to Bismark Avenue
Perry Street	from 9 th Avenue to 12 th Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
((Spokane Falls Boulevard))	((From Lincoln Street to Monroe Street))
Spokane Falls Boulevard	from <u>Monroe</u> ((Post)) Street to Wall Street
<u>Sprague Avenue</u>	<u>from Bernard Street to Division Street</u>
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.

D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

E. To the extent practicable, the appropriate city department shall notify any known businesses, business association or similar organization of a festival street permit application on an adjacent street to the business district when an application is received.

F. The applicant shall attest through the permit application that they have met with and

ORD C36782 (CORRECTED ZAPPONE KLITZKE AMENDMENT)(3-6-26)

informed any known businesses, business association, or similar organizations of their event. Failure to adequately inform any known businesses, business associations, or similar organizations may result in denying the festival street permit.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

ORD C36782 (WILKERSON AMENDMENT)(3-6-26)

PURPOSE OF AMENDMENT: This amendment maintains provisions from the Corrected Zappone Klitzke amendment and adds 5th Avenue from Lee to Altamont Streets and 5th Avenue from Haven to Greene Streets as designated festival streets.

Strike the entirety of the ordinance and replace it with the following:

ORDINANCE NO. C36782

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, City Council passed Ordinance C36708 which created a “festival streets” designation; and

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

WHEREAS, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

WHEREAS, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

WHEREAS, the city seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

WHEREAS, The City would like to amend the designated “festival streets” to allow for the widest variety of events to occur.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.060 is amended to read as follows:

Section 12.08.060 Festival Streets Designated

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as “festival streets” to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special

ORD C36782 (WILKERSON AMENDMENT)(3-6-26)

events:

Street	Direction
<u>5th Avenue</u>	<u>from Lee Street to Altamont Street</u>
<u>5th Avenue</u>	<u>from Haven Street to Greene Street</u>
Garland Avenue	from Monroe Street to (Post Street) <u>Howard Street</u>
Howard Street	from the entrance of Riverfront Park to Cataldo Avenue
Howard Street	from Riverside Avenue to Main Avenue
Lincoln Street	from Garland Avenue to Walton Avenue
Main Avenue	from Browne Street to Division Street
Main Avenue	from Lincoln Street to Wall Street
Manito Boulevard	from Manito Park to Division Street
Market Street	from Broad Avenue to Bismark Avenue
Perry Street	from 9 th Avenue to 12 th Avenue
Post Street	from Sprague Avenue to Main Avenue
Post Street Bridge	from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue
Pacific Avenue	from Chestnut Street to Elm Street
(Spokane Falls Boulevard)	(From Lincoln Street to Monroe Street)
Spokane Falls Boulevard	from <u>Monroe</u> (Post) Street to Wall Street
<u>Sprague Avenue</u>	<u>from Bernard Street to Division Street</u>
Summit Parkway	from Jefferson Lane to Cedar Street
Wall Street	from Main Avenue to Spokane Falls Boulevard

C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.

D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

E. To the extent practicable, the appropriate city department shall notify any known businesses, business association or similar organization of a festival street permit application on an adjacent street to the business district when an application is

ORD C36782 (WILKERSON AMENDMENT)(3-6-26)

received.

F. The applicant shall attest through the permit application that they have met with and informed any known businesses, business association, or similar organizations of their event. Failure to adequately inform any known businesses, business associations, or similar organizations may result in denying the festival street permit.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

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

2/18/2026

Clerk's File #

ORD C36853

Cross Ref #**Project #****Council Meeting Date:** 03/23/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE MCATHCART PDILLON

Sponsoring at Administrators Request

YES

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

ORDINANCE RELATED TO THE SALARY REVIEW COMMISSION

Agenda Wording

An ordinance relates to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code.

Summary (Background)

The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president and city council members. Per municipal code, a decision by the Salary Review Commission to change the salary of mayor, council president or city council members is filed by the commission with the City Clerk by May 31st and incorporated into the City budget without further action of the City Council or Salary Commission. This ordinance changes the date when the Salary Review Commission decision must be filed with the City Clerk from May 31st to August 30th to provide adequate time for the Commission to be appointed, staffed, and complete its duties. This ordinance also makes small technical code corrections.

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?

Section 7 of the City Charter SMC 02.05 - Salary Review Commission

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	

ORDINANCE NO. C36853

An ordinance related to the Salary Review Commission; amending sections 02.05.020, 02.05.040 and 02.05.050; and repealing section 02.05.070, all of the Spokane Municipal Code.

WHEREAS, on August 17, 2015, the Spokane City Council passed ORD C35292, creating the Salary Review Commission; and

WHEREAS, the duty of the Salary Review Commission is to provide an independent body to base salaries of the mayor, council president, and council members on 'realistic standards' so that elected officials may be paid commensurately to the duties and responsibilities of their respective offices; and

WHEREAS, the City Council aims to give the Salary Review Commission time to complete thorough analysis of peer jurisdictions and comparable private sector positions to inform their salary decisions.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 02.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.020 Membership – Term – Removal

- A. Membership. The commission shall consist of five members who are residents and registered voters of the City. Appointment shall be as follows:
1. Three Commission members shall have experience in the field of personnel management, or a demonstrated knowledge in the administration of compensation and benefits. Two Commission members shall have experience in finance, business management, or other related fields that demonstrate experience beneficial to the review of total compensation and establishment of salary.
 2. All members shall be at-large appointments nominated by the mayor and appointed by the city council.
 3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
 4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

B. Term. Each member of the commission shall serve a ~~((four-year))~~ two-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than ~~((two-years))~~ one year of a ~~((four-year))~~ two-year term shall count as a whole term.
2. Initial appointments shall be as follows:
 - a. Three members shall be appointed for a period of four years; and
 - b. Two members shall be appointed for two years.
3. All subsequent appointments or reappointments shall be for a ~~((four-year))~~ two-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal. Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
 - a. residence, or
 - b. voter status.

D. Compensation. Commission members shall serve without compensation.

E. Qualifications.

1. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.
 - a. For the purposes of this section, "immediate family member" shall mean a:
 - i. parent,
 - ii. stepparent,
 - iii. in-law,
 - iv. spouse,
 - v. sibling,

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

- vi. stepsibling,
- vii. child,
- viii. stepchild, or
- ix. dependent relative of the officer, official or employee, whether or not living in the household of the officer, official or employee.

Section 2. That Section 02.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.040 Duties

- A. It is the goal of the commission to base salaries of the mayor, council president, and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president, and council members. The commission shall study the relationship of total cost of compensation to the duties of the mayor, council president, and council members.
- B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the ~~((city clerk))~~ City Clerk by ~~((May 31st))~~ August 30th, shall be final and shall become effective and incorporated into the ~~((city))~~ City budget without further action of the ~~((city council))~~ City Council or ~~((salary commission))~~ Salary Review Commission.
 - 1. Any change of salary by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.
- C. Salary increases established by the commission for the mayor, council president, and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president, and all city council members regardless of their terms of office.
- D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president, or council member at the commencement of their next subsequent terms of office.

Section 3. That Section 02.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.050 Operations of Commission

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall ~~((annually))~~ elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
 - 1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president, and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
 - 1. ~~((Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.))~~
- E. In determining the salaries for the mayor, council president, and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and Finance and Administration Division and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate ~~((city))~~ City division or department.
- F. Three members of the commission shall constitute a quorum, and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president, and council members, as well as all other matters of the commission.
- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
 - 1. The commission shall provide written documentation forming the basis for the salary schedule.
- H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the ~~((human resources department))~~ Human Resources Department assigned by the ~~((city))~~ City administration and the City Council. The staff members will research,

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

review, and provide current data to the commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

Section 4. That Section 02.05.070 of the Spokane Municipal Code is hereby repealed.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date