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 April 13, 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 April 13, 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, April 10, 2026, and ending at 6:00 p.m. on Monday, April 13, 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 April 13, 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 withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE

DRAFT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 13, 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 on the Council's documents webpage. (https://my.spokanecity.org/citycouncil/documents/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. (https://my.spokanecity.org/citycouncil/documents/)**

AGENDA REVIEW SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Community, Housing, and Human Services Board: One Appointment – Patricia Kienholz	Confirm	CPR 2012-0033

REPORTS, CONTRACTS, AND CLAIMS

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

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase from Pape Machinery (Spokane) of one John Deere 544P Loader Equipped with Snow Blade and Wing for the Street Department—$332,514 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings	Approve	OPR 2026-0282
2. Purchase from Pac West - Tymco (Waco, TX) of one Tymco 500X Sweeper for the Street Department—$444,234.02 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Rick Giddings	Approve	OPR 2026-0283
3. Capital Agreement No. 26-96330-020 with the Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for Habitat for Humanity's affordable	Approve	OPR 2026-0287

	housing project Habitat Riverton—$336,432. (Council Sponsor: Council Member Zappone) **Nate Sulya**		
4.	**Capital Agreement No. 26-96330-011 with the Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for Proclaim Liberty's affordable housing project Bethany Village—$939,204. (Council Sponsor: Council Member Zappone)** **Nate Sulya**	**Approve**	**OPR 2026-0288**
5.	**Public Works Agreement with Breithaupt & Sons (Spokane Valley, WA) to perform the Monaghan Monument relocation from March 9, 2026, through June 30, 2026—$97,038.81 (incl. tax and a 10% administrative reserve). (Council Sponsor: Council Member Dillon)** **Nate Sulya**	**Approve**	**OPR 2026-0293** **IPWQ 6475-25**
6.	**Interagency Agreement with the Washington Traffic Safety Commission to provide grant funding to support the development of the Emergency Streets initiative effective upon date of execution through September 30, 2026—$136,857 Revenue. (Relates to Special Budget Ordinance C36858) (Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Cole Wicker**	**Approve**	**OPR 2026-0284**
7.	**Interagency Agreement with the Washington State Department of Commerce for a grant for community participatory budgeting from April 1, 2026, through June 30, 2027—$650,000 Revenue. (Relates to Special Budget Ordinance C36859) (Council Sponsors: Council President Wilkerson and Council Member Dillon)** **Jerrall Haynes**	**Approve**	**OPR 2026-0285**
8.	**Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) as outside counsel providing legal services and advice to the City regarding the matter of Andrei Johnson v. City of Spokane, et. al—additional $75,000. Total contract amount: $175,000. (Council Sponsors: Council Members Dillon and Cathcart)** **Lynden Smithson**	**Approve**	**OPR 2025-0272**
9.	**Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) as outside legal counsel assisting the City in labor negotiations and HR advice—additional $100,000. Total contract amount: $550,000. (Council Sponsors: Council Members Dillon and Cathcart) Michael Piccolo**	**Approve**	**OPR 2022-0481**

10.	Public Works Agreement with C. Watts Trucking, LLC. (Kennewick, WA) for demolition and asbestos abatement at 101 and 105 N. Madelia Street from March 15, 2026, through July 1, 2026—$326,130 (plus tax). (Relates to Special Budget Ordinance C36856) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jason Ruffing	Approve	OPR 2026-0286 PW ITB 6484-26
11.	Contract Amendment Renewal 1 of 3 with Penser North America, Inc. (Lacey, WA) for third party administrative services for Workers Compensation from May 1, 2026, through April 30, 2027—$170,483 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Allison Adam	Approve	OPR 2025-0417
12.	Multiple Family Housing Property Tax Exemption Conditional Agreement with 5111 S. Freya LLC for the property located at 4911 S. Freya Street, to create 29 dwelling units. Following construction, the project intends to finalize under the 12-year exemption. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Zappone and Dixit) Hollis Staal	Approve	OPR 2026-0289
13.	Low Bid of (to be determined at bid opening) (City, ST) for 2026 Street Maintenance Curb Ramps—$(_____). An administrative reserve of 10.5% of the contract price will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke) Dan Buller	Approve	OPR 2026-0290 ENG 2025042
14.	Low Bid of (to be determined at bid opening) (City, ST) for Greene-Freya-Havana Bridges Deck Maintenance—$(_____). An administrative reserve of 10% of the contract price will be set aside. (Chief Garry Park and East Central Neighborhoods) (Council Sponsor: Council Member Klitzke) Dan Buller	Approve	OPR 2026-0291 ENG 2023123
15.	Contract Renewal 3 of 4 with Journal Technologies (Logan, UT) for eSeries Annual Software Maintenance & Support from March 8, 2026, through March 7, 2027—$164,696.40 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Peggy Lund	Approve	OPR 2023-0470

16.	Contract with Carahsoft Technology Corporation (Reston, VA) for Salesforce licenses and support for the City's 311 CRM system from May 1, 2026, through April 30, 2027—$160,841.51 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Peggy Lund	Approve	OPR 2026-0302
17.	5-year Contract with NDM Technologies (Spokane Valley, WA) for LogRhythm annual maintenance and support from June 1, 2026, through May 31, 2031—$30,594.75 annually (plus tax). Total contract cost: $152,973.73 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon) Dan Wordell	Approve	OPR 2026-0303
18.	Report of the Mayor of pending:	Approve & Authorize Payments	
	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 $_____.		CPR 2026-0002
	b. Payroll claims of previously approved obligations through _____, 2026: $_____.		CPR 2026-0003
19.	Minutes:	Approve All	
	a. City Council Meeting Minutes: _____, 2025.		CPR 2026-0013
	b. City Council Standing Committee Meeting Minutes: _____, 2026.		

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36856 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to perform and emergency demolition of a building due to fire damage, and declaring an emergency. (Relates to Reports, Contracts, and Claims Agenda Item No. 10 – OPR 2026-0286) (Council Sponsors: Council Members Zappone and Dixit)**

Jason Ruffing

ORD C36857 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to budget for the City's revenue apportionment and authorize one additional operations manager position for the Spokane United 911 Network, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

Stephen Williams

ORD C36858 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept an emergency streets grant from the Washington Traffic Safety Commission, and declaring an emergency. (Relates to Reports, Contracts, and Claims Agenda Item No. 6 – OPR 2026-0284) (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

Cole Wicker

ORD C36859 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept a participatory budgeting grant from the Washington State Department of Commerce, and declaring an emergency. (Relates to Reports, Contracts, and Claims Agenda Item No. 7 – OPR 2026-0285) (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

Jerrall Haynes

ORD C36860 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis (for Quarter 1 – 2026), and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

Allison Adam

ORD C36861 **Amending Ordinance No. C36794, entitled in part, "An ordinance adopting a Mid-biennial Modification Budget for the City of Spokane", and amending it to accept grant funds awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP). (Council Sponsors: Council Members Zappone and Dixit)**

Nate Sulya

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0024 Establishing the Plan Commission Work Program for 2026/2027. (Council Sponsors: Council Members Klitzke and Zappone)
Spencer Gardner

RES 2026-0025 Approving settlement of claims made by Kiemle Hagood on behalf of 6th and Washington LLC—$68,156.90. (Council Sponsors: Council Members Dillon and Cathcart)
Lynden Smithson

RES 2026-0026 Setting forth the City Council's approval and endorsement of a revised funding recommendation for the St. Johns Two 315 W. 9th Seniors project and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action—$885,000. (Council Sponsors: Council Members Zappone and Dixit)
Heather Page

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 as amended to March 30, 2026, Agenda, from March 23, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to April 13, 2026, Agenda.)

FIRST READING ORDINANCES

ORD C36855 Revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Jessica Stratton

ORD C36862 To extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets. (Council Sponsors: Council Members Klitzke and Telis)
Spencer Gardner

ORD C36863 Related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code. (Council Sponsors: Council Members Dixit and Dillon)
Council Member Dixit and 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 April 13, 2026, Regular Legislative Session of the City Council is adjourned to April 20, 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: 04/13/2026

Date Rec'd	3/18/2026		
Clerk's File #	CPR 2012-0033		
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 PATRICIA KIENHOLZ TO THE CHHS BOARD		

Agenda Wording

Appointment of Patricia Kienholz to the CHHS Board for a term of April 13, 2026 to April 12, 2029.

Summary (Background)

Appointment of Patricia Kienholz to the CHHS Board for a term of April 13, 2026 to April 12, 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	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/9/2026		
Clerk's File #	OPR 2026-0282		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20924
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF JOHN DEERE 544P LOADER FOR THE STREET		

Agenda Wording

Fleet Services would like to purchase (1) John Deere 544P Loader Equipped with Snow Blade and Wing for the Street Department.

Summary (Background)

The Street Department is planning to replace an older loader with a new unit to be equipped with a versatile snow blade and wing combination in addition to the standard bucket. This combination allows for faster and more complete snow removal, especially in residential areas. The loader will be purchased from Pape Equipment of Spokane using a Sourcewell Contract. Total purchase price is $332,514 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 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	$ 332,514
Current Year Cost	$ 332,514
Subsequent Year(s) Cost	$ 0

Narrative

Bids were requested from 2 Sourcewell Contracted Suppliers. The John Deere was the less expensive of the two and provided all requested functionality. Vehicle will be purchased following all City Competitive Purchasing rules.

Amount		Budget Account
Expense	$ 332,514	# 5110-71700-94440-56404-55024
Select	$	#
Select	$	#
Select	$	#
Select	$	#
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
fleetservicesaccounting@spokanecity.org	

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

(509) 625-6403

TPRINCE@SPOKANECITY.ORG

Prepared By

Peter Van Voorhis

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 1621576

Creation Date 12-Feb-2026

Expiration Date 01-Jul-2026

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF SPOKANE FLEET

915 N NELSON ST

SPOKANE, WA 992023769

(509) 625-6403

TPRINCE@SPOKANECITY.ORG

Prepared By

Peter Van Voorhis

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-939-4697

pvanvoorhis@papemachinery.com

Quote Id 1621576

Creation Date 12-Feb-2026

Expiration Date 01-Jul-2026

Customer Notes

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
544 P-Tier Wheel Loader	**$418,329.00**	**$304,500.00**	**1**	**$304,500.00**
Equipment Total				**$304,500.00**

Quote Summary	
Total Selling Price	$304,500.00
Sales - (8.9%)	$26,388.50
Sub-total	**$330,888.50**
Balance Due	**$330,888.50**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1621576

Customer CITY OF SPOKANE FLEET

544 P-Tier Wheel Loader

QTY In Group : 1

Equipment Notes

Suggested List

Hours - - -

$418,329.00

Serial Number - - -

Selling Price

Stock Number - - -

$304,500.00

PUK Parent Serial #

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
6032DW	544 P-Tier Wheel Loader	1	$305,046.00	$305,046.00

Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	$0.00	$0.00
0259	English	1	$0.00	$0.00
	English language for operator's manual and electronic content			
0351	Translated Text Labels	1	$0.00	$0.00
	Vehicle labels translated to selected language			
0400	Standard Loader	1	$0.00	$0.00
0451	Standard Z-BAR	1	$0.00	$0.00
0613	Level 3 Trim	1	$7,936.00	$7,936.00
	Includes: - Flat Black Exhaust - 145 Amp Alternator - 15 Amp Converter - LED Work and Drive Lights - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Ride Control			
0654	Level 1 Performance	1	$0.00	$0.00
	This Package is recommended for machines that will be used on hard packed and well maintained surfaces. Package includes: - Locking Front Differential - Standard Rear Differential - Manual Diff Lock - Less Throttle Lock - Less Wheel Spin Control - 5-Speed Powershift Transmission			

0953	Advanced Vision System	1	$3,233.00	$3,233.00
	Requires 10.1 IN (257mm) Secondary Display - G5 Two digital cameras are installed on the rearview mirror platforms to widen the field of view making the area beside the rear tires visible from the operator seat. These views, along with that of the rearview camera are integrated into a dedicated single display within the cab. * For night time operation it is highly recommended to equip the machine with the LED lighting package (See Trim Packages)			
1102	Advanced Object Detection	1	$2,530.00	$2,530.00
	Includes an object detection system (radar) that provides audible alerts when objects are detected at the rear of the machine. Also includes dynamic reversal projected path lines. Requires 10.1 IN (257mm) Secondary Display - G5			
1210	Premium Package Radio	1	$406.00	$406.00
1302	Left and Right Side Steps	1	$995.00	$995.00
	Not for use with Less Fenders and Rear Platforms option			
183N	JDLink™	1	$0.00	$0.00
	Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.			
1862	Level 2 Fleet Health	1	$0.00	$0.00
	Includes: Auto Active Warm Up, Auto Daily Fluid Checks, Fluid Loss Monitoring, Battery Health Monitoring, Mobile Alerts Coming Soon: Remote Start & System Checks, Remote Systems Warm Up, Fleet Level Checks			
2201	Less Payload Scale w/ Cycle Counter	1	$126.00	$126.00
	Models will be shipped payload scale ready. A payload scale whole good field kit may be added at a later time. Adding a payload scale requires installing hardware (harnesses, sensors) and software kit to enable full machine functionality.			
2261	8 IN (203mm) Touchscreen Display	1	$0.00	$0.00
2301	10.1 IN (257mm) Secondary Display - G5	1	$3,902.00	$3,902.00
4065	John Deere 4.5L - FT4/SV	1	$0.00	$0.00
	John Deere Powertech PSS 4.5L Meets FT4/EU Stage V Emissions			
6525	Detection System Ready Hitch w/ Pin & Rear Counterweight	1	$1,124.00	$1,124.00
7026	Joystick Controls	1	$0.00	$0.00
	Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).			
7055	Four Function Hydraulics	1	$4,576.00	$4,576.00
	Controls boom, bucket, and adds two auxiliary functions (w/ boom lines).			

5117	Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1	$21,580.00	$21,580.00
5554	Full Coverage Front & Rear Fenders w/ Mudflaps Includes: - Full width front fenders - Full width rear fenders - Mudflaps	1	$3,034.00	$3,034.00
7403	Hydraulic Coupler - JRB 416 Pattern	1	$8,407.00	$8,407.00
7822	3.00 YD (2.30 CM) Enhanced Performance Bucket includes curved side cutters, integrated center section spill guard, and weld on skid shoes.	1	$10,699.00	$10,699.00
7458	Bolt-On Cutting Edge	1	$1,052.00	$1,052.00
7500	Less Fork Frame	1	$0.00	$0.00
7700	Less Tines	1	$0.00	$0.00
8295	Heated And Powered Exterior Mirrors	1	$770.00	$770.00
8500	Cold Weather Package This Package is recommended for machines that will spend extended periods of time working in colder environments Package includes: - Block Heater - Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F)) * Selection of this package will also require the machine to be equipped with Heated and Powered Exterior Mirrors	1	$534.00	$534.00
8501	Debris Package This Package is recommended for machines working in dusty or high debris applications. Package includes: - Automatic Reversing Hydraulic Fan - Cab Fresh Air Precleaner - Engine Air Intake System with Centrifugal Precleaner	1	$3,529.00	$3,529.00
8502	Maintenance and Service Package Package includes: - Engine Compartment Light - Environmental Drain	1	$639.00	$639.00
8508	Auxiliary Equipment Package Package includes: - Beacon Lights (Amber, installed on the top corners of the cab) - Seat Belt Indicator Beacon Light (Green) - Fire Extinguisher - Slow Moving Vehicle Emblem - License Plate Bracket	1	$1,211.00	$1,211.00
Total Base / Options			**$381,329.00**	**$381,329.00**

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
BYT14224	5th or 6th Function Hydraulics Kit	2	$13,200.00	$13,200.00
	Includes hydraulic valve section and tie rods which allow for 5th and/or 6th auxiliary functions. A separate kit would need to be ordered to add both 5th and 6th functions to an existing 4-function valve. Does not include in-cab control function. Unit must be equipped with 4-function joystick control lever to operate 5th and 6th functions. If unit is equipped with 3-funtion joystick controller then a new 4-function joystick control lever will be required. 5th and 6th functions are not compatible with single axis controls. Kit does not include hoses and will require dealer to manufacture hoses per installation instructions.			
	REL 12 - 12 Foot Reversable Plow	1	$0.00	$0.00
	Hydraulic Diverter Kit	1	$0.00	$0.00
	10-10 Foot Wing Combo	1	$0.00	$0.00
Total Dealer Attachments			**$13,200.00**	**$13,200.00**

Other Charges

Description	List Price
FREIGHT	$8,000.00
Pre-Delivery/Set-Up	$1,800.00
install 5th and 6th valve at epiroc	$4,000.00
install henke	$5,000.00
Henke Freight	$5,000.00
Total Adjustments	**$23,800.00**

Customer Discounts

Description	Discount Amount
Customer Discount	($113,829.00)
Total Discounts	**($113,829.00)**
Selling Price Subtotal	**$304,500.00**
Total Selling Price	**$418,329.00**	**$304,500.00**

JOHN DEERE FINANCIAL

WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

CONVENIENT

- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

COMPETITIVE

- Customized solutions — help choosing the best financial mix to support your needs.
- Unmatched industry expertise.
- Tailored terms, flexible payments, and cost-effective maintenance plans.

COMMITTED

- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.

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To learn about our finance products.

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To apply online today!

CR0112214 Litho in U.S.A. (25-09)
JohnDeereFinancial.com

ALAMO GROUP
Snow & Ice Team

EVEREST HENKE RPM TECH SnoGo TENCO TylerIce

Account:	City of Spokane, WA- Fleet Services	Quote Number:	Q-50170-1
Quote Date:	2/17/2026	Quote Expiration:	3/14/2026
Prepared By:	Patrick Silvey	Credit Terms:	Net 30
Prepared For:	Peter Van Voorhis Pape Machinery - Spokane, WA	Freight Terms: Currency:	EX3 - CPU EX Works (Transfer at Origin on Notification) USD

Notes:

REL12 - 12 Foot Reversible Plow

Lead Time: 150-180 Days **Hyd Funct.** 1

Moldboard

1	6131009	Henke REL-12: Reversible Plow - Designed to accept machine down pressure from loaders and graders - 41" high, heavy-duty, box reinforced, 1/4" thick, rolled plate moldboard with 3/4" x 6" x 4" bottom angle

Push Frame

1	6132001	Multiple reinforced, ½” thick, high-tensile steel push-frame
1	6134003	(DEST) heavy-duty dual enclosed spring trips with trip lock-out (to enable light-duty dozing)

Standard Items

1	6145125	SWIVEL FLOAT PLT V2
1	6341020	Henke Hi-Gate install on above REL moldboard Designed to interrupt the material windrow for clearing driveways, intersections of snow in winter and reclaiming aggregate during summer operations Approx. 55" long and 50" tall Fast, responsive hydraulic action Floating road contact strip w/ continuous spring down-pressure

		Designed to run parallel to road shoulder when moldboard angled to 35° Structural reinforcements throughout to prevent bending US Patents 6,347,465 and 7,100,314
Hitch		
1	6133080	Mechanical float that allows for mechanical means of float between the machine loader arms and the plow
Hydraulics		
1	6136001	Hydraulic power reverse with (2) 4 ½" x 2 ½" D.A. cylinders
Running Gear		
1	6082400	8" steel wheels
Cutting Edge		
1	6211107	3/4" x 6" SAE 1084 high carbon steel cutting edge
Paint		
150	7182016	Paint: John Deere Industrial Yellow

REL12 - 12 Foot Reversible Plow - Add for Options

Features and Add Ons

1	6186216	Hydraulic diverter kit that converts one auxiliary function into two* ** ***

*Dealer / end user responsible to wire the diverter kit to a factory switch in the cab of the machine

**Dealer / end user responsible for the wiring from the factory switch to the provided diverter that must be remote mounted on either the machine or the attachment

***Diverter will be fully functional if the install option is included in the base price or added from the options

10 - 10 Foot Wing Combo

Lead Time: 150-180 Days **Hyd Funct.** 2

Combo Front Post

1	6249457	True Float Postless Wing Combo mount with 14.50" of float All hydraulic operation - no cables 23" by 15" heavy duty parallel arm structure with 3" x 10" x 2" double acting lift cylinder Post can be removed from the combo coupler via a bolt-up adapter

Moldboard

1	6249372	Moldboard set up for front lift 10' long Leading end height 29" and discharge end height 36" Smooth rolled 3/16” hi-tensile 50,000psi steel plate (1) one position pivot bushing on leading end and (8) eight position push-beam adjustment on back-side of discharge end

Wing Hinge

1	6249502	Non-trip wing moldboard / post hinge assembly that includes a pull pin so the wing moldboard can be removed from the wing post

Combo Backplate

1	6297681	Machine side combo swivel back-plate with: JRB 416 style hooks This combo swivel back-plate will allow both the plow and wing to be removed simultaneously

Combo Rear

1	6297711	Combo Rear: For JD 624J/K, Mounted Under Chassis

Push Beam

1	6249152	Single, non-hydraulic, spring-cushioned push-beam with manual adjustment for swath control

Cutting Edge

1	6211400	1/2" x 6" SAE 1084 high carbon steel cutting edge

Features and Add Ons

1	6189002	Henke remote mount lock valve that prevents post drift

Paint

200	7182111	Paint: Alamo Grey

10 - 10 Foot Wing Combo - Add for Options

Installation

1	INSTALL9983-LOADER-COMBO	Install Snow Wing For Loader w/ OEM Hydraulics

Grader Model	Option-1	Option-2	Other (specify)
Moldboard Thickness	7/8"	1.0"	
Moldboard Length	12-ft	14-ft	
Cutting Edge Height	6"	8"	
Cutting Edge Bolts	5/8"	3/4"	
End Bit Bolts	5/8"	3/4"	
Mounting Location	Left	Right	
Auxilary Valve	Front	Rear	

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. The Alamo Group Snow & Ice Team is authorized to supply the equipment and services as specified to:

Note: All purchase orders must include The Alamo Group Snow & Ice Team quote number Q-50170

Printed Name:_____

Signature:_____

Acceptance Date:_____

Requested Delivery Date:_____

Purchase Order Number:_____

Terms & Conditions

- All lead times are subject to change without notice.
- Pricing does not include any government-imposed import/export tariffs, duties, or fees. If any such charges are implemented or adjusted after the acceptance of an order, we reserve the right to adjust pricing accordingly. Customers should be aware that additional tariffs may apply and will be the responsibility of the purchaser. Any modifications will be communicated as they become known
- All quotes are Ex-Works unless stated otherwise. Ex-Works transfers title, ownership, and liability to the buyer upon notification of “ready to ship”. Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final, and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.

License Information:

New search Back to results

Entity name: PAPE' MACHINERY, INC.

Business name: PAPE MACHINERY INC

Entity type: Profit Corporation

UBI #: 602-189-602

Business ID: 001

Location ID: 0016

Location: Active

Location address: 6210 W ROWAND RD
SPOKANE WA 99224-5321

Mailing address: PO BOX 407
EUGENE OR 97440-0407

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 d
Colville General Business - Non-Resident	026960.0			Active	Mar-31-2027	Jun-19-2018
Minor Work Permit				Active	Mar-31-2027	May-10-2023
Miscellaneous Vehicle Dealer Subagency	06989		View Plates	Active	Mar-31-2027	Sep-06-2017
Pacific General Business - Non-Resident	103475			Active	Mar-31-2027	Oct-27-2021
Spokane General Business - Non-Resident				Active	Mar-31-2027	Jun-27-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JORGENSEN, LANCE	
PAPE, RANDALL	
PAPE, RYAN	
SMYTHE, SETH	
SPEARS, RODGER T	

Registered Trade Names

Registered trade names	Status	First issued
PAPE MACHINERY INC	Active	Jun-27-2017
PAPE' MACHINERY	Active	Apr-15-2002
PAPE'RENTS	Active	Mar-31-2005

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/9/2026 3:01:16 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/9/2026		
Clerk's File #	OPR 2026-0283		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20923
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF TYMCO 500X SWEEPER FOR THE STREET DEPARTMENT		

Agenda Wording

Fleet Services would like to purchase (1) Tymco 500X Sweeper for the Street Department.

Summary (Background)

The Street Department is planning to replace a street sweeper that has exceeded its economic lifecycle with a 2026 Tymco 500X on an International Chassis. Vehicle will be purchased from Pac West - Tymco using a Sourcwell Contract. Total price including sales tax is $444,234.02.

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	$ 444,234.02
Current Year Cost	$ 444,234.02
Subsequent Year(s) Cost	$ 0

Narrative

Vehicle will be purchased using a Sourcewell contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 444,234.02	# 5110-71700-94440-56404-55035
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	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
fleetservicesaccounting@spokanecity.org	

Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027

Customer / Sourcewell Member:	City of Spokane, WA
Sourcewell Member #:	33592
Quote Date:	2/17/2026
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Pacwest Machinery
TYMCO Dealer Contact:	James Knott

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

****PRICING NOTE****

Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, tariffs, and raw material surcharges may be added should they apply.

MODEL 500x® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cyl.; 4.5 L (275 CID); 115 HP @ 2200 RPM; Torque 373 ft. lb. @ 1500 RPM; Donaldson PowerCore® air filter with restriction indicator in cab; fuel/water separator, fuel filter; intake heater; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / 2000 Hours and Extended Warranty coverage up to 5 Years / 5000 Hours, contact factory for details.

Amber Beacon Light – LED: Center mounted between truck cab and sweeper unit; SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Auxiliary Hydraulic System: Electrically operates hydraulic system (except hopper lift) without auxiliary engine running.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touch-screen display and the multiplexed switch pack on the control console. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; dump cycle counter, sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Bolt-On Suction Transition

Broom Assist Pick-Up Head with Duo Skids: Duo skids warranted for 2 years / 2000 hours.

Dust Control System: 250 gallon capacity polyethylene water tanks; 5 GPM electric diaphragm type pump; low water audible alarm and message on BlueLogic display; spray nozzles around pick-up head, gutter broom(s) and inside hopper.

*Peterbilt chassis requires Extra Water Capacity (Refer to Dust Control Section)

Dust Separator Cleanout Tool: Foldable for storage.

Gutter Brooms, Twin; LED Floodlights, Parabolic Mirrors, Tilt Adjusters and Variable Speed: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight each gutter broom; 10.5" parabolic mirrors on front fender extension. Variable speed control for each gutter broom is located on center mount console. Each broom shall have a hydraulic actuated tilt capacity of 27 degrees operated from inside cab. Cab mounted controls for both left and right gutter broom speed. (Parabolic Mirrors N/A on Cabover Chassis)

Hopper/High Capacity Dust Separator: Fabricated with an industrial, non-magnetic, low carbon, high chromium stainless steel. Hopper has an infinitely variable dump height from 24 inches to 132 inches. A large hydraulically locked hopper door (68 inches wide by 57 inches tall) has two (2) additional mechanical cam locks for air and water tight operation. Discharge chute (72 inches wide and 48 inches long) has a minimum reach of 22 inches eliminates the need of a side shift. Safety props provided for Dump Door/Tilt Cylinders – two (2) total

Hopper Drain System: Drains water picked up during sweeper operation.

Hopper Lift: Two-stage scissor lift with lift capacity of 10,000 pounds. Scissor mechanism actuated by two (2) double acting hydraulic cylinders with integral counterbalance holding valves. Safety props provided. Left and right stabilizers automatically deploy before hopper begins dump cycle. Non-greaseable design.

Hydraulic System: Includes a 34 gallon reservoir; sight level/temperature gauge, triple suction line strainers; replaceable 10 micron spin-on tank filler/vent port filter; a 3 micron absolute in-line return filter with restriction indicator in cab, oil temperature and level monitored by BlueLogic Control System.

LED Floodlights: Rear (2); Right Side Hopper Chute (1)

LED Stop/Turn/Tail/Clearance Lights

LED Warning Lights: Four (4) LED amber lights and two (2) LED stop/turn/tail lights mounted on rear doors of engine compartment.

Pressure Bleeder: Air pressure is deflected out allowing additional suction across the front of pick-up head. Cable operated.

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Allows unit to back up without damage to pick-up head

Rubber Lined Blower: Driven using a fixed displacement heavy-duty hydraulic motor. Blower housing includes Tilt-N-Seal® design with adjustable spring balance to ensure long life of seal. Warranty - 1 year / 1,000 hours prorated

Shop Prop: Scissor lift safety prop designed for use in areas requiring approximately 15' of overhead clearance (on-board safety props require approximately 20' of overhead clearance).

Storage Compartments: 5.6 cubic feet with lockable door mounted on left side

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
550000	1	Model 500x® Sweeper with Standard Equipment (Base Price)	$256,226.00	$243,414.00
1	AUXILIARY ENGINE | HYDRAULIC OPTIONS:			
2	GUTTER BROOM OPTIONS:			
550081	1	Gutter Broom Drop Down: Right	$900.00	$855.00
550081	1	Gutter Broom Drop Down: Left	$900.00	$855.00
3	DUST CONTROL SYSTEM OPTIONS:			
550002	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	$2,227.00	$2,115.00
550045	1	High Output Water System	$853.00	$810.00
4	HOPPER OPTIONS:			
550036	1	Abrasion Protection Package	$1,090.00	$1,035.00
Unpublished	1	Hopper Deluge System	$737.00	$700.00
550019	1	Hopper Load Indicators	$474.00	$450.00
Unpublished	1	Hopper Screen Vibrator	$2,106.00	$2,000.00
550089	1	Hopper Vibrator - Electric	$2,085.00	$1,980.00
5	PICK-UP HEAD OPTIONS:			
550087	1	Pick-Up Head Curtain Lifter	$1,706.00	$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	$1,895.00	$1,800.00
6	AUXILIARY HAND HOSE OPTIONS:			
7	STAINLESS STEEL OPTIONS:			
8	SWEEPER ADDITIONAL OPTIONS:			

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Unpublished	1	Sweeper Paint: TYMCO Standard White	$0.00	$0.00
9	UNPUBLISHED | SPECIAL SWEEPER OPTIONS:			
Unpublished	1	Camera System - Standard Rear Camera and Three Additional Cameras	$3,158.00	$3,000.00
	Location: Pick-Up Head View - Full Width			
Unpublished	1	Surcharge - Base Sweeper Unit	$6,855.00	$6,510.00
Unpublished	1	Auto Sweep Assist (ASA)	$2,632.00	$2,500.00
Section / Type	Qty	Model 500x® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
10	CAB | CHASSIS:			
550707	1	2025 International MV607, 33,000 lb. GVWR, 250HP Engine, 156" WB, Diesel (1-SPD) *For Use in CARB 2 & EPA States Only	$123,120.00	$123,120.00
11	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	$800.00	$800.00
Unpublished	1	Truck Paint: Standard Factory White	$0.00	$0.00
12	UNPUBLISHED | SPECIAL CHASSIS OPTIONS:			
13	DEALER UNPUBLISHED OPTIONS:			
14	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	$12,500.00	$12,500.00
	1	WA Sales/Vehicle Tax (9.4%)	$38,170.02	$38,170.02

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	**$444,234.02**
FOB:	**Spokane, WA**
Delivery ARO:	**270-300 Days - See NOTE Below**

***Pricing Details:** TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

License Information:

New search Back to results

Entity name: TYMCO, INC.

Business name: TYMCO, INC.

Entity type: Corporation

UBI #: 601-771-914

Business ID: 001

Location ID: 0001

Location: Active

Location address: 225 E INDUSTRIAL BLVD
WACO TX 76705-9415

Mailing address: PO BOX 2368
WACO TX 76703-2368

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 d
Vehicle Manufacturer	08157		View Plates	Active	Mar-31-2027	Mar-10-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
YOUNG, GARY B	Vice President
YOUNG, KENNETH J	President

The Business Lookup information is updated nightly. Search date and time: 3/9/2026 3:25:50 PM

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/10/2026		
Clerk's File #	OPR 2026-0287		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-		

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-020) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $336,432.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP in partnership with Habitat for Humanity - Spokane to help fund utility improvements at the latter's affordable housing project, Habitat Riverton. In January 2026, the City was awarded $336,432 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; the grant also pays for system development charge reimbursement.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 336,432.00
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

A special budget ordinance (OPR _____) was taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 336,432.00	# 4250-98864-38141-54201-10257
Expense	$ 336,432.00	# 4250-98864-99999-33442-10257
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	One-Time

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

No match was required for the grant.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Michelle Girardot- mgirardot@habitat-spokane.org	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
nsulya@spokanecity.org	kpicanco@spokanecity.org

OPR 2026-0287

Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-020

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Habitat Riverton project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-020

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** Habitat Riverton 3028 E SOUTH RIVERTON AVE Spokane, WA 99207	
3. Grantee Representative Nathan Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $336,432	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date**	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the Habitat Riverton project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date **APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $336,432, (Three hundred thirty-six four hundred thirty-two dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-020.. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- **i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant 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.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days’ written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Construct and complete related on-site work to install residential water and sewer taps and laterals. The city of Spokane requires all solid surfaces drain into a storm water retention system onsite. This consists of gutters, drains, drainpipes, drywells and swales that will be constructed and installed to handle the stormwater. The budget for this project also includes Waived System Development Charges.

Project Requirements

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	$20,196
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	$28,400
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	$0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	$287,836
Contract Total		$336,432

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project infrastructure expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in the Scope of Work and elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project infrastructure and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

Affordability will be actively monitored by Habitat for Humanity Spokane for the full term of the affordability period in this case, in perpetuity through our Land Trust program and associated legal instruments. Each unit will be conveyed through a bargain and sale deed with a recorded covenant and a 99-year renewable ground lease agreement between the Habitat Land Trust and the homeowner, both of which include enforceable resale restrictions to maintain affordability for households earning at or below 60% AMI.

Monitoring Process:

-Annual Compliance Review: Homeowners are required to certify occupancy and provide documentation confirming continued compliance with affordability requirements.

-Resale Oversight: In the event of a sale or transfer, Habitat-Spokane exercises a right of first refusal and reviews the buyer's income eligibility, ensuring the home is resold only to qualified households.

-Recordkeeping: Habitat-Spokane maintains comprehensive electronic and physical files for each property, including executed deeds, covenants, ground lease agreements, and annual compliance documentation.

-Auditing: Our compliance records are subject to periodic internal audits by Habitat's program and finance teams, and external review when projects are funded by public entities such as the Housing Trust Fund or local jurisdictions.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Habitat Riverton	
County and parcel number(s) of property:	Spokane County, Parcel #: 35103.0303
Organization monitoring continued affordability:	Habitat for Humanity
Term of affordability:	99 year least
Documentation evidencing securitization of affordability	Habitat for Humanity Contract

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	
50% AMI- 2 Bedroom	
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	1
60% AMI- 3 Bedroom	2
60% AMI- Other	1
80% AMI- Studio	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director

DATE

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/11/2026		
Clerk's File #	OPR 2026-0288		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-		

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-011) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $939,204.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP in partnership with Proclaim Liberty to help fund utility improvements at the latter's affordable housing project, Bethany Village. In January 2026, the City was awarded $939,204 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 939,204.00
Current Year Cost	$ 939,204.00
Subsequent Year(s) Cost	$ 0

Narrative

A special budget ordinance (OPR _____) was taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 939,204.00	# 4250-98864-38141-54201-10261
Expense	$ 939,204.00	# 4250-98864-99999-33442-10261
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

No match was required for the grant.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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OPR 2026-0288

Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-011

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Bethany Village project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-011

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** Bethany Village 2607 S Ray St, Spokane, WA 99223	
3. Grantee Representative Nathan Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $939,204	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the Bethany Village project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date **APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $939,204, (Nine hundred thirty-nine two hundred four dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-011.. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

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6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- **i.** Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **ii.** Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
- **iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- **iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant 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.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days’ written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: SCOPE OF WORK:

Scope of Work

Install a 6" water connection in the street plus related on-site work for 3 buildings and 22 apartments. Install a 6" sewer connection in the street plus related on-site work for 3 buildings and 22 apartments. Construct and install needed stormwater improvements which includes a Bio-filtration swale, drywell, grated type 1 catch basin and related trenching, bedding and piping (6" SDR 35 PVC and 4" perforated pipe). The budget for this project also includes Waived System Development Charges.

Project Requirements

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2027.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	$227,222
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	$319,503
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	$0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	$392,479
Contract Total		$939,204

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

This project will be monitored for 40 years by the City as part of the project's HOME and 1590 funding.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Bethany Village	
County and parcel number(s) of property:	Spokane County, Parcel 35273.0618
Organization monitoring continued affordability:	Washington State Housing Trust Fund
Term of affordability:	99 years
Documentation evidencing securitization of affordability	Housing Trust Fund Contract

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	3
50% AMI- 2 Bedroom	8
50% AMI- 3 Bedroom	3
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	6
60% AMI- 3 Bedroom	2
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director

DATE

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/9/2026		
Clerk's File #	OPR 2026-0293		
Cross Ref #	RES 2025-0031		
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	CR 28501
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT FOR MONAGHAN MONUMENT RELOCATION		

Agenda Wording

Contract award to Breithaupt & Sons for relocation of the Monaghan Monument for $97,038.81 including tax and a 10% administrative reserve.

Summary (Background)

In May 2025, the City Council approved Resolution 2025-0031, which authorized the relocation of the Monaghan monument. The relocation lays the groundwork for proposed improvements at the Monroe/Riverside intersection. City staff have been in communication with members of the Monaghan family throughout the process, the results of which demonstrate a shared commitment to relocating the monument to the Monaghan family plot. The City solicited bids to complete the work; there were minor setbacks securing responses due to timing and the uniqueness of the project. A responsive bid has been received and accepted; the relocation is expected to be completed this spring.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 97,038.81
Current Year Cost	$ 97,038.81
Subsequent Year(s) Cost	$ 0

Narrative

Total cost includes base contract value of $88,217.10 and a 10% ($8,821.71) admin reserve.

Amount		Budget Account
Expense	$ 97,038.81	# 3200-48400-42300-54201-86148
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

n/a

Expense Occurrence	One-Time

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

n/a

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0293

City of Spokane

PUBLIC WORKS AGREEMENT

Title: MONAGHAN MONUMENT RELOCATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BREITHAUPT & SONS,** whose address is 1614 North Felts Road, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to perform the Monaghan Monument Relocation; and

WHEREAS, the Contractor was selected from IPWQ 6475-25.

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 March 9, 2026, and ends on June 30, 2026, 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's General Scope of Work for this Agreement is described in Contractor's Response to IPWQ and Scope of Work which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City 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 compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **EIGHTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 10/100 DOLLARS** (**$88,217.10**), including sales tax, unless modified by a written amendment to this Agreement. 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 to the City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. 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. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.
The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

7. 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 the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a

payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.
The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. 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.

11. 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.

12. 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, indemnity, 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.

13. 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 Contractor's services to be provided under this Agreement;

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

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

D. **Inland Marine** Contractor shall maintain, at its own expense, Inland Marine insurance(including installation floater) in the amount of the total value of the statue ($200,000). This is to cover transit, temporary storage, and installation as well as theft, breakage, water damage, and fire. To include coverage from time of removal until time of installation.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. REMEDIES.
In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may 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.

BREITHAUPT & SONS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Payment / Performance Bond
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to IPWQ and Scope of Work
26-053a

PAYMENT / PERFORMANCE BOND

We, BREITHAUPT & SONS, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of EIGHTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 10/100 DOLLARS ($88,217.10), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Monaghan Monument Relocation . If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

BREITHAUPT & SONS,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Scope of Work for Monaghan Monument Relocation

- Prepare the site at Fairmont Memorial to receive the sculpture. Coordinate directly with cemetery staff to finalize location and base design to accommodate the monument, but is expected to include digging and installation well-compacted gravel in a space that is at least 96”x96"x12"(width, length, depth), with the existing granite structure to be placed on top of the gravel
- Move the sculpture and the base. Install on the prepared site to the cemetery's requirements
- Secure necessary permits which may include but are not limited to a Street, Temporary Closure permit

Bid Response Summary

Bid Number	IPWQ 6475-25
Bid Title	Monaghan Monument Relocation
Due Date	Friday, January 23, 2026 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Breithaupt & Sons
Submitted By	Ryan Breithaupt - Friday, January 23, 2026 2:58:46 PM [(UTC-08:00) Pacific Time (US & Canada)] Ryspace69@live.com 5094137771
Comments	

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1. BACKGROUND	Relocation of the Monaghan Monument sculpture from intersection of Monroe and Riverside to Fairmount Memorial at 5200 W. Wellsley, Spokane, Washington. The statue will be placed on the Monaghan family plot, adjacent to their mausoleum. The plot is Lawn-22 Sec-40G. There is an alternate site in a traffic island to the south of the plot. This would be determined in coordination with Fairmount Memorial Association.	I agree
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Friday January 23rd, 2026.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

	6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
	8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
	9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	I acknowledge and agree
	10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree

	11. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
SECTION II. GENERAL REQUIREMENTS			
	1. SCOPE OF WORK	Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete	I acknowledge and agree
	2. SCOPE OF WORK	Relocation of the Monaghan Monument sculpture from intersection of Monroe and Riverside to Fairmount Memorial at 5200 W. Wellsley, Spokane, Washington. The statue will be placed on the Monaghan family plot, adjacent to their mausoleum. The plot is Lawn-22 Sec-40G. There is an alternate site in a traffic island to the south of the plot. This would be determined in coordination with Fairmount Memorial Association.	I understand and I agree
	3. SCOPE OF WORK	The monument is to be dismantled without damage and moved to site listed above. Both the monument and the supporting structure need to be relocated, and the integrity of the artwork maintained.	I agree and acknowledge
	4. SCOPE OF WORK	Tasks involved for the move not in order of performance:	I agree and acknowledge
	4.a SCOPE OF WORK	-Prepare the site at Fairmont Memorial to receive the monument. Coordinate directly with cemetery staff to finalize location and base design to accommodate the dimensions shown in Exhibit A. Project is expected to include digging and installation well-compacted gravel in a space that is at least 96”x96"x12"(width, length, depth), with the existing granite structure to be placed on top of the gravel (Public Works)	I agree and acknowledge

	4.b SCOPE OF WORK	-Move the sculpture and the base. Install on the prepared site to the cemetery's requirements. (installation public works)	I agree and acknowledge
	4.c SCOPE OF WORK	-Secure necessary permits which may include but are not limited to a Street, Temporary Closure permit.	I agree and acknowledge
	5. SCOPE OF WORK	Bids Should include:	I agree and acknowledge
	5.a SCOPE OF WORK	-A line-item cost estimate to dismantle, pack, and transport monument.	I agree and acknowledge
	5.a SCOPE OF WORK	- A line-item cost to prepare site and affix monument to new location	I acknowledge and agree
	5.b SCOPE OF WORK	-Traffic control for any testing, dismantling, and while in transit	I agree and acknowledge
	6. SCOPE OF WORK	Contractor shall be required to submit a detailed work plan for review, revision, and approval by Integrated Capitol Management.	I understand and I agree
	7. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work by April 30, 2026.	I acknowledge and agree
	8. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO ($0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
	4. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	9.a WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree

	9.b WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	10. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	11. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
	12. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	13. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
	14.a INSURANCE	Insurance for the artwork while in transit (inland Marine or similar); or a rider or other confirmation that the transit is covered by commercial general liability Policy.	I acknowledge and agree
	14.b	Insurance for the monument during installation (or a rider or other confirmation that the installation is covered by commercial general liability policy)	I acknowledge and agree
	15.a INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree

	15.b INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement; i. Acceptable supplementary Umbrella insurance coverage, combined with 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 Agreement; and	I acknowledge and agree
	15.c INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
	15.d INSURANCE	d. 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 and agree
	15. INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree

	16. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	17.a PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	I acknowledge and I agree
	17.b PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is January 23, 2026.	I acknowledge and I agree
	17.c PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree

	18. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
	19. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree

	20. Proprietary Information	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.” Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree
SECTION III. TECHNICAL REQUIREMENTS			
	Section A - General	Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.	I understand and I agree
	2	If you do not agree with anything listed in the information listed above - please list that information here.	
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree

	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BREITS*872C2
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	603278343
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	478863007
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603278343
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	001
	CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	3
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
	MISCELLANEOUS	If this project is less than $150,000 - does contractor request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Ryan Breithaupt ryspace69@live.com 5094137771

	MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Ryan Breithaupt ryspace69@live.com
	BID BOND	Bid Bond is not required	
	SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	Subcontractor List under $1M (1).pdf
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Preparation of the site at Fairmont Memorial to Receive Monumnet, Reaffix Monument to new location (Public Works)	Base	JB	1.00	$5,000.00	$5,000.00	Five thousand
	2.	Disassemble, Pack, and Move Monument - Scope (Non-Public Works)	Base	JB	1.00	$76,000.00	$76,000.00	Sevent six thousand
	3.	Sales Tax 9.1%	Option	Each	1.00	$7,217.10		Sevent two hundred seventeen
Total Base Bid	$81,000.00							

SUBCONTRACTOR LIST

PROJECT NAME: _____

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 _____

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. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: BREITHAUPT, RYAN P

Business name: BREITHAUPT & SONS

Entity type: Sole Proprietor

UBI #: 603-278-343

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1614 N FELTS RD
SPOKANE VALLEY WA 99206-3950

Mailing address: 1614 N FELTS RD
SPOKANE VALLEY WA 99206-3950

Excise tax and reseller permit status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2027	Mar-05-2013
Spokane Valley General Business				Active	Feb-28-2027	Jun-21-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BREITHAUPT, RYAN P	

Registered Trade Names

Registered trade names	Status	First issued
BREITHAUPT & SONS	Active	Feb-22-2013

The Business Lookup information is updated nightly. Search date and time: 3/3/2026 10:04:43 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): 3/23/2026

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	CONTACT NAME: Sharon Perschall
All Lines Insurance Agency 10623 E Sprague Ave Suite C Spokane Valley WA 99206	PHONE (A/C, No, Ext): (509) 624-5110 FAX (A/C, No): E-MAIL ADDRESS: Sharon@AncoraRisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B : UNITED FNCL CAS CO	11770
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ryan Breithaupt
1217 N Madison Apt 12
Spokane WA 99201

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPS8391450	03/08/2026	03/08/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	00364085-0	12/23/2025	12/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine/Cargo	Y		CPS8391450	03/08/2026	03/08/2027	Cargo	$200,000

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

Certificate Holder is named as Additional Insured

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sharon Perschall

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 24, 2026

WA UBI No.	603 278 343
L&I Account ID	257,937-00
Legal Business Name	BREITHAUPT RYAN P
Doing Business As	BREITHAUPT & SONS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "0" Workers
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	BREITS*872C2
License Expiration	08/27/2027

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/17/2026		
Clerk's File #	OPR 2026-0284		
Cross Ref #	ORD C36858		
Project #			
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	COLE WICKER 625-6822	**Requisition #**	
Contact E-Mail	WWICKER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF EMERGENCY STREETS GRANT - WASHINGTON TRAFFIC		

Agenda Wording

Requesting permission to accept the Washington Traffic Safety Commission grant funding the Emergency Streets Program.

Summary (Background)

The total $136,857 award will support the development of the Emergency Streets initiative. The project will deploy quick-action responses after serious traffic accidents. The contract item for the first fiscal year will cover $59,869.13

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 136,857
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

The total award allocates $84,564.28 in personnel costs; $34,000 in marketing and outreach, and $5,850 in travel expenses. The award also includes a $12,441.43 allocation for administrative costs.

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

Funding Source	Recurring
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
sbrown@spokanecity.org	jstratton@spokanecity.org
sneal@spokanecity.org	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Spokane

2026-FG-5933-Emergency Streets Pilot - City of Spokane

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and City of Spokane, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.600, for traffic safety grant project 2026-FG-5933-Emergency Streets Pilot - City of Spokane.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties or March 05, 2026, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Traffic violence remains a persistent and largely normalized public safety crisis in the United States, where motor vehicle crashes are a leading cause of unintentional injury deaths (Ahmad, et al., 2024, CDC WISQARS). While significant advancements have been made in the safety of vehicle occupants, overall traffic fatalities remain stubbornly high. Vulnerable road users —including people walking, biking or using alternative mobility devices — are disproportionately impacted, accounting for 20% of motor vehicle-related deaths in 2023 (National Highway Traffic Safety Administration, 2023).

At the local level, Spokane recorded 22 fatalities in 2024 and 21 in 2025, continuing a multi-year pattern of unacceptably high fatal and serious injury crashes, despite ongoing safety efforts at local, state and federal levels. Honest reckoning with the problem of traffic violence must acknowledge myriad contributing factors, many of which will take years or decades to correct. However, speed is one of the top 5 contributing factors in fatal vehicle crashes, contributing to 32% of traffic fatalities 2018 – 2022 (WA Traffic Safety Commission, 2023). Reducing speeds at motor vehicle crash sites improves safety measures immediately. Even a 5MPH reduction in a 35MPH zone reduces lethal energy potential by 25% (KE=1/2mv2) decreasing risk to all users in the traffic system (Khorasani-Zavareh et al., 2013).

Current post-crash responses typically prioritize narrowly scoped law enforcement investigations, debris removal, and rapid restoration of vehicular traffic to “normal” operating conditions. This response fails to acknowledge that these “normal” conditions often contribute to the current state of systemic traffic violence. As a result, the environmental and operational factors that increase crash risk are rarely investigated and frequently remain unchanged following a fatal crash.

Emergency Streets provides the opportunity to reflect on historic practices, evaluate a novel intervention and inform future safety initiatives. Emergency Streets explicitly connects vehicle speed to fatal outcomes while helping to normalize slower, safer driving.

3.1.2 Project Purpose and Strategies

The goal of Emergency Streets is to reduce fatal and serious injury crashes by rapidly addressing systemic risk at high-harm locations through interventions that activate all elements of the Safe Systems

Approach — especially safer speeds, safer road users, safer roads, and safer land use.

Emergency Streets treats fatal crashes as emergency triggers that prompt immediate, visible traffic-calming countermeasures. Within 48 hours of a crash, temporary traffic-calming equipment would be deployed to reduce vehicle operating speeds to ~20MPH and signal that a community member had been lost at the site. These interventions are designed to slow vehicle speeds – reducing overall kinetic energy in the system, draw attention to the human cost of traffic violence, and reduce the likelihood of subsequent crashes while long-term solutions are considered. Deployments would be paired with a broad public outreach campaign.

The goal of this project is to pilot a locally-adapted Emergency Streets Program and evaluate program efficacy. The City, in collaboration with Emergency Streets partners and University of Colorado Boulder students, will finalize a Spokane-specific Emergency Streets Protocol.

The Emergency Streets Protocol supports the Statewide Speed Management Advisory Cooperative's Post-Crash Care Workgroup priority strategies by advancing coordinated, data-driven traffic safety strategies that prioritize speed reduction, systemic risk mitigation, and behavioral changes.

3.2 PROJECT GOALS

1) By 09/30/2026, Develop and implement an Emergency Streets pilot for the City of Spokane
2) By 09/30/2026, Collect data and conduct interim analysis of Emergency Streets pilot
3) By 09/30/2026, Begin to conduct community outreach and education and gain feedback on public awareness and attitudes towards Emergency Streets and traffic safety.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION
3.3.1 The cost of accomplishing the work described in the SOW will not exceed $59,869.13, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over $10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of $10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of $10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of $300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of $1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: $59,869.13

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS
The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. SUBCONTRACTING REQUIREMENTS
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION
11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which

may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state and federal law.

11.2 NETWORK ACCESS. During its performance of this Agreement, SUB-RECIPIENT may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, SUB-RECIPIENT shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to SUB-RECIPIENT by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by SUB-RECIPIENT (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work

performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY
While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

27. TAXES
All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered

or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. SUB-RECIPIENT, including any subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUB-RECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to

RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, or subcontractor, may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

32. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

33. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate

basis and justification, and which is approved by the Secretary of Transportation.

34. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility

of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

34.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT’s policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a

copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

37. FEDERAL LOBBYING

37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)
38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252
38.1.1.2. 49 CFR part 21
38.1.1.3. 28 CFR section 50.3
38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
38.1.1.8. The Civil Rights Restoration Act of 1987
38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to

withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

39. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

41. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or

indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:
42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.
42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements
42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action

can have an economic or other impact on the interests of a regulated or affected organization.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860	Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Spokane

_____

Signature

_____

Printed Name

_____

Title

_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____

Signature

_____

Printed Name

_____

Title

_____

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$35,176.48	10%	$3,517.65	$38,694.13
Travel		$1,250.00	10%	$125.00	$1,375.00
Contract Services		$18,000.00	10%	$1,800.00	$19,800.00
Goods and Services		$0.00	0%	$0.00	$0.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$54,426.48		$5,442.65	$59,869.13

Salaries and Benefits: $38,694.13

Personnel costs support activities of staff to plan, coordinate, implement, and evaluate the Emergency Streets Pilot. Grant funds cover salary costs only; fringe benefits are supported through existing City resources.

Travel: $1,375

Travel and overnight accommodations for the Director of Transportation to meet with collaborators and students at UC Boulder in April 2026.

Contract Services: $19,800

Production of signage, educational materials, surveys, and communications to inform residents, businesses, and roadway users; includes paid digital media campaign. Printed outreach includes an educational flyer in every utility bill.

Indirect: 10%

Total Indirect amount: $5,442.65

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - By 09/30/2026, Develop and implement an Emergency Streets pilot for the City of Spokane

Objective	Objective Details	Completion Date
Conduct up to 3 Emergency Streets deployments.	Community and internal feedback will inform initial pilot deployments during Summer and Fall 2026. These primary deployments will test procedures, coordination processes, and field treatments in real-world conditions. Following Phase 1 deployments, the City will conduct a formal evaluation of target metrics, with particular focus on reductions in operating speeds to 20 MPH and other safety performance indicators.	09/30/2026

Reporting

Measure	Frequency	Type	Target
Number of Emergency Street deployments	Annual	Outcome	3

Goal 2 - By 09/30/2026, Collect data and conduct interim analysis of Emergency Streets pilot

Objective	Objective Details	Completion Date
Assess effectiveness, refine protocols, and identify necessary adjustments to treatments, communications, and operational procedures.		09/30/2026
Use Street Vision and other resources to collect data and provide an interim report on traffic conditions before, during, and after Emergency Street deployments.	Relevant data/findings from initial deployment(s) will be provided in a summary report in the final report for the grant year (Phase 1 deployment). Data collection timelines will range from 2 months prior to Emergency Streets treatment, during Emergency Streets treatment (for a 2-week duration), and 2 months after deployment. Data collected will include, but is not limited to: Traffic conditions (Before, During, and After deployments); Vehicular Traffic Speed - 85th percentile operating speeds within 100', 500', 1000' of crash site and deployment; Frequency of hard breaking and distraction, within 100', 500', 1000' of crash site; Crash data by severity and contributing factors (WADOT)	09/30/2026

Measure	Reporting Frequency	Type	Target
Interim summary report of relevant data/findings from deployments	Annual	Outcome	1

Goal 3 - By 09/30/2026, Begin to conduct community outreach and education and gain feedback on public awareness and attitudes towards Emergency Streets and traffic safety.

Objective	Objective Details	Completion Date
Summarize and report on any relevant community outreach/education conducted in Phase 1 of the deployment.		09/30/2026

Measure	Reporting Frequency	Type	Target
Interim summary of any relevant community outreach/education efforts for Phase 1 implementation.	Annual	Outcome	1

Title: Emergency Streets Program Development and Pilot Deployment

Organization Name: City of Spokane (inc. 1881)

UBI: 328-031-877

Address: 808 W Spokane Falls Blvd, Spokane, WA 99201

Contact Person: Jon Snyder, Director of Transportation and Sustainability, City of Spokane

Contact Phone: 509.507.1251

Contact Email: jsnyder@spokanecity.org

Amount Requested: $136,855.71

Funding organization: Washington Traffic Safety Commission

Project Period: 04/01/2026 - 09/30/2027

Summary:

The City of Spokane is requesting funding support from the Washington Traffic Safety Commission to support ongoing development and implementation of Emergency Streets, a new, evidence- and prevention-based response to fatal traffic crashes. Modeled after public health emergency response frameworks, Emergency Streets reframes fatal crashes as emergency events that trigger immediate, temporary roadway safety interventions designed to reduce vehicle speeds and the immediate risk of additional harm. Within 48 hours, quick-build traffic-calming equipment, i.e. bollards, cones, paint, signage, speed feedback signage etc., would be deployed at and adjacent to the fatal crash site to slow vehicle operating speeds to ~20MPH and signal that a community member had been lost. These two-week installations treat crashes as public health emergencies, providing communities an opportunity to change how fatal crashes are addressed.

Funding will support final protocol development, internal and external coordination, community engagement and education, pilot traffic-calming deployments at fatal crash sites on city streets, and evaluation of safety outcomes. This project aims to create a scalable, replicable model for post-crash response that increases public awareness of traffic violence, while demonstrating the efficacy of rapid, risk-reduction strategies. Together, the City of Spokane, our partners, and our community, hope to reduce the number of traffic-related fatalities across our city.

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Management and Technical Proposal

Problem Description/Statement of Need

Traffic violence[1] remains a persistent and largely normalized public safety crisis in the United States, where motor vehicle crashes are a leading cause of unintentional injury deaths (Ahmad, et al., 2024, CDC WISQARS). While significant advancements have been made in the safety of vehicle occupants, overall traffic fatalities remain stubbornly high. Vulnerable road users —including people walking, biking or using alternative mobility devices — are disproportionately impacted, accounting for 20% of motor vehicle-related deaths in 2023 (National Highway Traffic Safety Administration, 2023).

At the local level, Spokane recorded 22 fatalities in 2024 and 21 in 2025, continuing a multi-year pattern of unacceptably high fatal and serious injury crashes, despite ongoing safety efforts at local, state and federal levels. Honest reckoning with the problem of traffic violence must acknowledge myriad contributing factors, many of which will take years or decades to correct. However, speed is one of the top 5 contributing factors in fatal vehicle crashes, contributing to 32% of traffic fatalities 2018 – 2022 (WA Traffic Safety Commission, 2023). Reducing speeds at motor vehicle crash sites improves safety measures immediately. Even a 5MPH reduction in a 35MPH zone reduces lethal energy potential by 25% ($KE=1/2mv^2$) decreasing risk to all users in the traffic system (Khorasani-Zavareh et al., 2013).

The cost of traffic violence extends far beyond the loss of life. The Washington Strategic Highway Safety Plan (2024) notes that "safety is an investment. Safer roads and safer communities can save billions of dollars." The societal financial cost of motor vehicle crashes in Washington is estimated to be $20.48 billion — equivalent to 3.2% of the real gross domestic product (GDP) of the state. The scale and persistence of high rates of traffic violence warrants a system-wide response, akin to an epidemiological response or infrastructure emergency response to address underlying contributing factors.

Current post-crash responses typically prioritize narrowly scoped law enforcement investigations, debris removal, and rapid restoration of vehicular traffic to "normal" operating conditions. This response fails to acknowledge that these "normal" conditions often contribute to the current state of systemic traffic violence. As a result, the environmental and operational factors that increase crash risk are rarely investigated and frequently remain unchanged following a fatal crash.

[1] The term "traffic violence" is used here to highlight systemic failures and emphasize harmful nature of such crashes and their impacts on the community. It aims to shift blame from victims to responsible parties, reframe traffic crashes as preventable, and encourage systemic solutions.

In 2025, Dr. Kevin Krizek and Tila Duhaime contacted the City of Spokane to join their initiative, Emergency Steets (ES). Emergency Streets treats fatal crashes as emergency triggers that prompt immediate, visible traffic-calming countermeasures. Within 48 hours, temporary traffic-calming equipment would be deployed to reduce vehicle operating speeds to ~20MPH and signal that a community member had been lost at the site. These interventions are designed to slow vehicle speeds – reducing overall kinetic energy in the system, draw attention to the human cost of traffic violence, and reduce the likelihood of subsequent crashes while long-term solutions are considered. Deployments would be paired with a broad public outreach campaign.

The message is clear: preventable deaths demand meaningful action. ES provides the opportunity to reflect on historic practices, evaluate a novel intervention and inform future safety initiatives. Emergency Streets explicitly connects vehicle speed and to fatal outcomes while helping normalize slower, safer driving.

Goal

The goal of Emergency Streets is to reduce fatal and serious injury crashes by rapidly addressing systemic risk at high-harm locations through interventions that activate all elements of the Safe Systems Approach — especially safer speeds, safer road users, safer roads, and safer land use.

The goal of this project is to pilot a locally-adapted Emergency Streets Program and evaluate program efficacy. The City, in collaboration with Emergency Streets partners and University of Colorado Boulder students, will finalize a Spokane-specific Emergency Streets Protocol. The plan will establish clear internal procedures for:

- Identifying fatal crash events that trigger Emergency Streets deployment
- Coordination with internal and external partners
- Deploying temporary, reversible traffic-calming tools (e.g. bollards, cones, signage, speed feedback signage among other tools) for two-week deployment
- Monitoring and evaluating treatment impact at and adjacent to the crash site
- Communicating with nearby residents, businesses, and roadway users
- Monitoring conditions during deployment and restoring the roadway after the intervention
- Integrating Emergency Streets into the Traffic Fatality Review process. The Traffic Fatality Review Team will serve as the internal advisory group for ES protocol development and pilot implementation.

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Phase 1: Primary Pilot Deployments (Summer–Fall 2026)

Target: 3 deployments

Community and internal feedback will inform initial pilot deployments during Summer and Fall 2026. These primary deployments will test procedures, coordination processes, and field treatments in real-world conditions.

Following Phase 1 deployments, the City will conduct a formal evaluation of target metrics, with particular focus on reductions in operating speeds to 20 MPH and other safety performance indicators.

Interim Analysis (Fall 2026–Winter 2027)

Data collected during Phase 1 will be analyzed to assess effectiveness, refine protocols, and identify necessary adjustments to treatments, communications, and operational procedures.

Phase 2: Expanded Pilot Deployments (Winter–Spring 2027)

Target: 3 deployments

Findings from the Phase 1 evaluation will directly inform a second round of pilot deployments during Winter and Spring 2027. Phase 2 will incorporate refinements to improve program efficacy and operational readiness, positioning Emergency Streets for potential ongoing implementation.

Final analysis and program evaluation (Summer-Fall 2027):

We recognize that the harms from traffic violence are not limited to crashes resulting in a fatality. Serious injury crashes are not part of the planned pilot at this time due to capacity limitations but may be considered for inclusion in the future.

Traffic control deployments shall conform with MUTCD, WSDOT, and applicable local standards.

Evaluation Metrics

- Deployments:
    - Number of Emergency Streets deployments completed
    - Target
        - Phase 1: 3 deployments during Summer/Fall 2026
        - Phase 2: 6-7 deployments Winter-Spring 2027.
- Traffic conditions (Before, During, and After deployments)
    - Data collected using Streetvision Analytics software

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        - Supplementary data may be collected with Rhythm Engineering Adaptive Detection Camera
    - Vehicular Traffic Speed
        - 85th percentile operating speeds within 100', 500', 1000' of crash site and deployment
    - Frequency of hard breaking and distraction, within 100', 500', 1000' of crash site
    - Crash data by severity and contributing factors (WADOT)
- Data collection timeline –
    - Before – 2 months prior to ES deployment
    - During – 2 weeks during deployment
    - After – 2 months post ES deployment to evaluate long term treatment impacts
- Feedback on public awareness and attitudes surrounding ES and traffic safety collected through digital surveys of nearby residents and roadway users
- Targeted community outreach and engagement to supplement survey findings

Short-term expected outcomes

- Rapid deployment of temporary traffic-calming measures following fatal crashes
- Immediate reductions in operating speeds at and adjacent to the treatment location
- Increased visibility and acknowledgment of traffic violence as a serious public safety issue
- Clear, repeatable internal process for post-crash street safety response
- Scalable and replicable model that can be used as a template for other communities
- Data and lessons learned to inform future ES deployments

Long-term expected impacts

- Increased public awareness of the impacts of traffic violence on the Spokane community
- Broader understanding of the public's experience with and use of the local transportation system
- Establishment of ES as a new tool to mitigate traffic violence
- Use of ES to:
    - Trigger safety project review in the immediate area following a fatal crash
    - Identify opportunities to add safety elements to planned or programmed projects

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- Inform consideration of new projects focused primarily on speed management and traffic safety
- If the attributes of the locations warrant generating consideration of a whole new project that would address primarily speed

A final report will be prepared following completion of both pilot phases (Summer–Fall 2026 and Winter–Spring 2027). The report will summarize Phase 1 and Phase 2 deployment results, document lessons learned, evaluate program effectiveness, and provide recommendations for future Emergency Streets deployments.

An Emergency Streets "toolkit" will also be developed, including template outreach materials, a generalized protocol, an equipment list, and implementation guidance informed by pilot experience. These materials will be designed to support institutionalization and potential expansion of the program.

The final report and toolkit will be posted on the City of Spokane website and made publicly available for download.

Interim findings from Phase 1 deployments will be shared with the Transportation Commission and community stakeholders in Fall/Winter 2026 to inform Phase 2 implementation. Final results and recommendations will be presented to the Transportation Commission following completion of Phase 2 in Summer/Fall 2027.

Findings will be presented at the Washington Traffic Safety Summit in July 2027.

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Community Engagement

Community engagement is integral to success of the Emergency Streets pilot and builds upon prior engagement done in Spokane and nationwide through Emergency Streets partners, Dr. Kevin Krizak and Tila Duhaime. Community engagement will continue throughout the grant period and pilot project.

- Prior local community engagement (Dec 2025)
    - Emergency Streets partner visit
        - Briefings and feedback solicitation with internal city departments on the pilot
        - Briefing and feedback solicitation with a local non-profit transportation advocacy group, Spokane Reimagined
    - Presented to Transportation Commission for feedback
    - Presented to the Traffic Fatality Review Team for feedback, a diverse group of representatives of internal City departments and external partners
- During the grant period
    - Engagement with independent citizen-led boards including Community Assembly (CA), CA Pedestrian Transportation and Traffic Committee (PETT) and Neighborhood Councils (NC)
    - Ongoing updates to the City of Spokane Transportation Commission
    - Collaboration with independent community advocacy groups including non-profits including Spokane Reimagined
    - Student collaboration with University of Colorado Boulder – students will be directly contributing to protocol development from design renderings to outreach materials including flyers, door-hangers, surveys, digital media for use on social media, signage, press release templates.
    - In-person outreach at community events
    - Solicitation of resident feedback through online survey
    - Community outreach and education through municipal communications channels including social media, community newsletters
    - The Safe Roads Challenge Application will be boosted through the Community Update newsletter and may be listed as an additional resource on printed and digital media.
    - Earned and paid media outreach to local print and digital media

Community feedback will inform deployment design, communications, and future protocol refinements.

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Equity, Environmental Justice, Community Impact

In our car-centric society, the transport system is broadly centered on vehicular speed, access and throughput. Traffic violence and its associated health impacts are not evenly distributed. From 2020-2021, the rate of traffic fatalities (per 100,000 population) among Black, Asian/Pacific Island, and American Indian/Alaska Native Washington residents increased 37%, 52.2% and 85.7% respectively, compared to a 5.3% increase in traffic fatalities amongst white residents (Washington Traffic Safety Commission, 2024). Lower-income, unemployed, and disabled community members are also more likely to be injured or killed in car and are disproportionately represented among non-drivers (Mitsova, Dumbaugh, & Saha, 2021). Together these disparities underscore the urgent need for transportation investments that prioritize equity, safety, and environmental justice.

Approximately 30% of Washington residents do not drive a motor vehicle, whether by choice or necessity (Washington State Joint Transportation Committee, 2024). While vehicle safety improvements significantly reduced injury risk for people inside cars, these advances have not benefitted non-drivers to the same extent. As a result, people who walk, bike, roll, or rely on public transit face disproportionate exposure to traffic violence including increased injury risk (Washington Traffic Safety Commission, 2024).

Non-drivers, who primarily walk, bike or roll, also experience greater exposure to systemic, structural, and environmental harms inflicted by historic land-use and transportation practices (Boeing et al., 2023, Panikkar et al., 2023, Miner et al., 2024). In 2022, 41% of community-wide emissions in Spokane were from transportation. Spokane has committed to significant reductions in community emissions in the coming decades. Strategies like Emergency Streets presents a novel way to address the systemic issues of traffic violence and reframe the issue as a public health emergency.

Surveys will be translated into multiple languages according to SMC 18.11.

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Alignment with Statewide and Regional Initiatives

The Emergency Streets Protocol supports the Statewide Speed Management Program by advancing coordinated, data-driven traffic safety strategies that prioritize speed reduction, systemic risk mitigation, and behavioral changes.

In alignment with the WA Target Zero 2024 update, the Emergency Streets protocol aligns with the Safe Systems approach to addressing traffic violence in our community. The City of Spokane initiated a Traffic Fatality Review Program with the guidance of WTSC in 2025. The program goal was to review all fatal crashes that occurred in 2025. Fatal traffic crash cases are reviewed quarterly by a collaborative and diverse group of people representing City departments and external partners. Case reviews are done through the Safe Systems lens, recognizing that all parts of the system contribute to traffic safety.

Once all 2025 fatalities have been reviewed, a final report with findings and recommendations will be made available on the City of Spokane website. These findings will be reviewed when considering candidate traffic calming projects through the annual Spokane Safe Streets for All Neighborhood Traffic Calming program.

The Fatality Review Team will serve as a complementary advisory body to the ES program, providing feedback on protocol and deployments. Fatal case review meetings will incorporate deployment results into case reviews as the cases are closed and available for review.

The need for new tools in the traffic safety toolbox is underscored at a regional level by the results of the Spokane Regional Transportation Council's High Injury Network analysis, the Spokane County Public Works' Local Road Safety Plan and Target Zero program, and the persistently high levels of serious injury and fatal crashes occurring in Spokane each year.

Program Sustainability:

Following the grant period, implementation and evaluation of Emergency Streets Protocol will be considered for integration into standard operating procedures and budgets in alignment with the City's commitment to safer roadways for all users. This commitment is demonstrated through the following City of Spokane policies and programs:

- Vision Zero (2022)
- Complete Streets (updated in 2025)
- Janet Mann Safe Streets Now (2024)
- Comprehensive Plan
- Pedestrian Master Plan
- Bicycle Master Plan

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ADA Transition Plan

Spokane Safe Streets for All Neighborhood Traffic Calming Program

This program is funded through revenue generated by the City's automated enforcement traffic camera program. These funds are directed to the following (Spokane Municipal Code 07.08.148):

1. *Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;*
2. *Operational expenses with a demonstrable connection to pedestrian and bicycle safety;*
3. *Sidewalk repair and safety programs;*
4. *Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;*
5. *Funding of engineering and project personnel to ensure timely design and construction of safety infrastructure;*
6. *Implementation of programs, including grant applications, that follow the USDOT "Safe System Approach," including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;*
7. *Implementation of adaptive design strategies into the City's transportation infrastructure; and*
8. *Such other measures, programs and improvements approved by the City Council and permitted by state law.*

All candidate projects are evaluated on factors in three categories: Roadway Characteristics and Safety, Active Transportation Network Connectivity, Community Demographics. The goal of this analysis is to ensure selected projects proactively address existing safety issues, contribute to efforts to build out connected networks for people of all ages to walk, bike, and roll, and address historic and existing equity gaps in access to a safe transportation system.

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Risks and Mitigation:

Sample Size

The limited number of qualifying events during the pilot period may constrain statistical interpretation of outcomes. Findings will be evaluated using a combination of quantitative and qualitative measures.

The unpredictable nature of traffic fatalities makes it difficult to guarantee the timing and suitability of qualifying events deployments. In 2025, 22 fatal crashes occurred in Spokane. The extended timeline of this proposal allows sufficient time to pilot Emergency Streets at fatal crash sites as they occur.

Public Response

There is a risk that the public may misunderstand the intent of the program and perceive ES deployments primarily as an additional source of congestion. To address this, the City will implement proactive communications, including clear on-site signage, media outreach, and community engagement, emphasizing the program's safety goals and its role in preventing future fatalities.

Roadway Safety:

As a novel intervention, ES treatments may introduce unfamiliar traffic patterns or elements that could temporarily increase confusion for some users. To mitigate this risk, the City will deploy treatments that comply with locally adopted traffic standards, monitor conditions at treatments twice per day, and adjust designs as needed to maintain safety for roadway users. Additionally, public outreach will begin prior to treatment deployments to prepare drivers for deployments on City roadways. Public outreach will be conducted through dissemination of doorhangers and geotargeted digital outreach on ES.

Treatment Fatigue

Repeated exposure to similar ES deployments may reduce their effectiveness over time as roadway users become accustomed to or visually desensitized to the treatments. We do not anticipate treatment fatigue to be a factor in this pilot with the limited number of deployments. ES deployments and equipment will be branded to clearly indicate the reason behind and intent of the treatments. Success of the treatment will be demonstrated through reductions in speed to the target level, 20MPH.

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Staffing, partners, and responsibilities:

City of Spokane

- Jon Snyder, Division Director of Transportation and Sustainability
    - Overall program leadership and accountability for pilot; budget oversight and accountability; policy liaison, performance monitoring
- Nicole White, Program Coordinator
    - Day-to-day program management and logistical lead on program and pilot development and implantation; data management, reporting and evaluation; interagency coordination
- Clint Harris, Director of Streets
    - Operational liaison; deployment team oversight and supervision; primary on-site feedback; resource allocation for deployments; safety compliance
- Caleb Stanton, Grants Analyst
    - Primary grant oversight; tracking and documentation; fiscal compliance
- Trevor Nollmeyer, Sergeant, Spokane Police Department
    - Operational liaison; protocol coordination
- Dan Buller, Director of Engineering Services
    - Technical review & engineering support; operational liaison
- Abigail Martin, Manager of Neighborhood Connectivity
    - Co-leads community engagement strategy, coordinates outreach with advisory boards and advocacy groups, and the public
- Heather Hamblin, Director of Office of Neighborhood Services (ONS)
    - Operational liaison: ONS team supports neighborhood coordination, community outreach assistance, speed feedback sign administration

External

- Dr. Kevin Krizak, Co-Founder of Emergency Streets
    - Professor of Environmental Design at the University of Colorado Boulder and former Senior Advisor in the Office of the Under Secretary of State for Economic Growth, Energy and the Environment (U.S. Department of State)
- UC Boulder students
    - Dr. Krizak and Ms. Duhaime are teaching an applied studio course, "Redefining 'Normal' on Deadly Roadways: Innovative Tactical Response to Urban Traffic Fatalities." Students from a variety of disciplines will contribute their unique skill sets and perspectives to support the City of Spokane in the Emergency Streets protocol development and pilot implementation. The studio provides students

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an opportunity to drive innovation and help address one of the most pressing public health crises.

- Tila Duhaime, Co-Founder of Emergency Streets
    - Practiced intellectual property law in New York City before pivoting to community organizing and advocacy work for transit and vulnerable road users, with particular focus on school-aged children and cyclists.
    - 17+ years experiences working with various transportation nonprofits on safer road and urban design strategy and serving on numerous governmental advisory boards to advance these efforts.

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Budget

Category	Line Item	Detail	Amount
Personnel	Office of Neighborhood Services (ONS)	1.53 hrs/week × $45.19/hr × 31 weeks	$2,143.36
	Manager of Neighborhood Connectivity	5 hrs/week × $46.29/hr × 52 weeks	$12,035.40
	Program Coordinator	12 hrs/week× $40.82/hr × 78 weeks	$38,207.52
	Streets: Deployment labor (setup & teardown)	$2,733/deployment (labor, incidentals) 6 deployments	$16,398.00
	Streets: Deployment maintenance – inspections	$2,630/deployment (2x/day for 14 days, labor, incidentals) 6 deployments	$15,780.00
Personnel Subtotal			**$84,564.28**
	Marketing and Outreach	Paid digital media campaign	$16,000.00
		Outreach and education materials	$12,000.00
		Paid print media	$6,000.00
	Travel	Registration, travel and accommodations for 2027 Washington Traffic Safety Summit for staff (2)	$4,600.00
		Travel and accommodations for UC Boulder student presentations April 2025	$1,250.00
Goods & Services Subtotal			**$39,850.00**
		Subtotal	**$124,414.28**
Overhead (10%)	Administrative & indirect costs	Fiscal management, reporting, and administrative support	**$12,441.43**
Total Project Budget			**$136,855.71**

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Narrative

Personnel:

Personnel costs support partial staffing required to plan, coordinate, implement, and evaluate the Emergency Streets Pilot from April 1, 2026 through September 30, 2027. Grant funds cover salary costs only; fringe benefits are supported through existing City resources.

- Office of Neighborhood Services (ONS):
  1.53 hrs/week × $45.19/hr × 31 weeks = $2,143.36
- Manager of Neighborhood Connectivity:
  5 hrs/week × $46.29/hr × 31 weeks = $12,035.40
- Program Coordinator:
  12 hrs/week × $40.82/hr × 78 weeks = $38,207.52
- Streets Department –
  - Deployment Labor: Covers staff time and equipment for field installation and removal of temporary traffic-calming measures.
    - $16,398.00 for 6 deployments
  - Deployment Maintenance: Supports staff time and equipment use for monitoring, adjusting, and maintaining temporary installations twice daily during the two-week deployment period.
    - $15,780.00 for 6 deployments

Goods and Services

The primary goods and services request is primarily to support outreach, education and engagement.

- **Printing and Marketing:** Production of signage, educational materials, surveys, and communications to inform residents, businesses, and roadway users; includes paid digital media campaign. Printed outreach includes an educational flyer in every utility bill (est. $7,000).
  - $34,000.00
- **Travel**
  - Washington Traffic Safety Summit 2027 – Funding is requested to cover travel and overnight accommodations for 2 city staff to present pilot results and recommendations.
    - $4,600.00
  - Additional funding is requested to cover travel and overnight accommodations for the Director of Transportation to meet with collaborators and students at UC Boulder in April 2026.
    - $1,250.00

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Overhead (10%)

- Supports administrative and indirect costs including fiscal management, procurement, contract administration, and grant reporting.
    - **$12,441.43**

Additional Funding Sources

- Spokane Regional Health District: Financial support for materials and equipment
- University of Colorado Advancement: CU Foundation Support: Anticipated funding for materials and equipment

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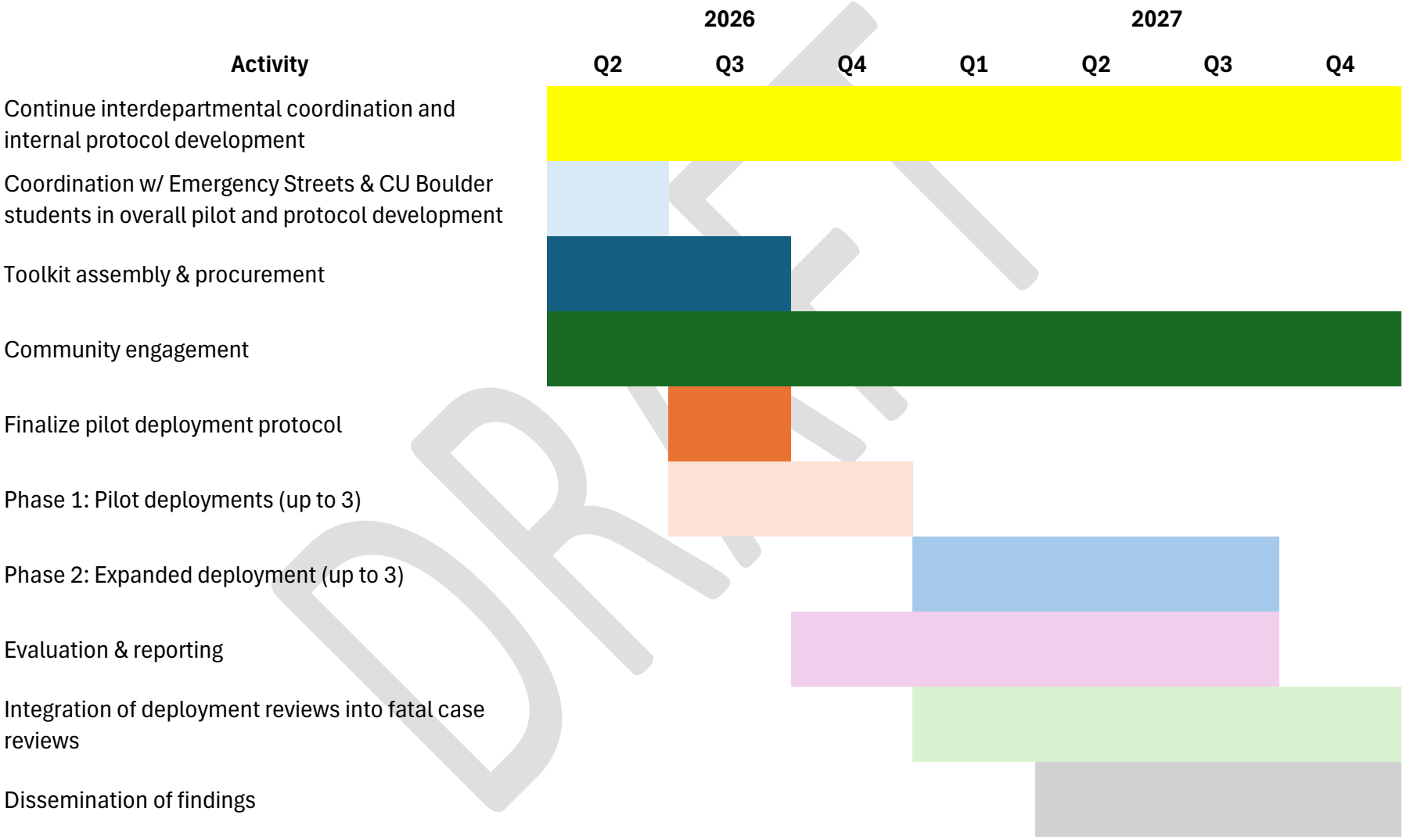
Timeline



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Appendices:

Survey Sample Questions

Emergency Streets Protocol

- Have you heard about the Emergency Streets Protocol?
- How did you first learn about Emergency Streets?
- Have you encountered an Emergency Streets traffic-calming (treatment/deployment) while driving?
- Have you encountered an Emergency Streets (treatment/deployment) while walking or biking?
- Before today, were you are aware that this street was part of an Emergency Streets traffic calming deployment?
- How clear was the purpose of the Emergency Streets changes?
- In your own words, what do you think the goal of the Emergency Streets pilot is?
- Compared to before the pilot, how safe do you feel using this street?
- Which users do you think benefit the most from the Emergency Streets changes?
- Since the pilot began, how comfortable do you feel doing the following on the street:
    - Walking, crossing the street, biking or rolling, letting children walk or ride, accessing nearby destinations
- How often do you use this street?
    - Daily, few times/week, few times/month, rarely
- How do you use this street?
    - Walk, bike, roll, drive, ride
- Has the emergency streets pilot changed how you use the street?
- Has the pilot affected your ability to access nearby places (home, work, school, business, transit)?
- If access became more difficult, what challenges did you experience?
- Have you noticed any of the following since the pilot began?
- Slower speeds, fewer close calls or conflicts, more people walking or biking, more people spending time outside, quieter street, no noticeable changes
- Do you feel the Emergency Streets pilot reflects the needs of your community?
- Do you feel community members had adequate opportunity to learn about or give input on the pilot?

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WTSC Sample Questions:

Perception of Risk & Safety

- Where do you feel least safe when traveling in your community, and why?
- What behaviors concern you most when using local roads? (Select all that apply)
- How serious do you believe speeding is compared to other traffic safety risks?

Attitudes & Beliefs About Behavior

- What do you think causes most people to drive faster than the posted speed?
- Under what circumstances does speeding feel acceptable or necessary?
- How much control do drivers have over distractions inside the vehicle?

Self-Reported Behavior (Non-Judgmental Framing)

- Thinking about your own driving, how often do you find yourself exceeding the speed limit?
- What factors most influence your driving speed? (time pressure, road design, traffic flow, enforcement, etc.)
- What makes it easier or harder for you to avoid distractions while driving?

Readiness for Change

- How open are you to changing your driving habits if it reduced serious injuries or deaths?
- What would make it easier for you to manage your speed or attention while driving?
- Which of the following approaches would you be most willing to support? (education, roadway design changes, enforcement, technology, community norms)

Values & Norms

- What responsibilities do drivers have toward people walking, biking, or using mobility devices?
- How should communities balance convenience, speed, and safety?
- What does a “safe street” mean to you?

System & Infrastructure Insight

- Are there locations where the road design makes safe behavior difficult?
- What changes to streets or intersections would most improve safety?
- How well do current speed limits reflect how streets are actually used?

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Citations

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Washington Traffic Safety Commission. (2024). *Washington 2023 traffic safety annual report*. National Highway Traffic Safety Administration. https://www.nhtsa.gov/sites/nhtsa.gov/files/2025-01/WA%20FY23%20Annual%20Report-tag.pdf

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Wicker, Cole

From: White, Nicole
Sent: Friday, March 6, 2026 8:29 AM
To: Wicker, Cole
Subject: FW: Emergency Streets Project Approval
Attachments: EmergencyStreets_WTSC_FundingApp_DraftV4.pdf

Good morning!

Attached is the proposal we sent to WTSC that was approved.

Below is the most recent updated from the state. We will need to get set up in their contract management program:
https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZElxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZElxGHBg

Would that be something you could help with or would Caleb be a better option?
We are going to set up a meeting for Wed or Thurs next week and will include you both on the invitation.

Happy to do a teams call if that's easier for some of this.

Cheers,
NICOLE WHITE (SHE/HER) | CITY OF SPOKANE | CLIMATE RESILIENCE PROGRAM COORDINATOR, OFFICE OF THE MAYOR
509.625.6308 | nwhite@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: Bledsoe, Anthony (WTSC) <abledsoe@wtsc.wa.gov>
Sent: Thursday, March 5, 2026 4:08 PM
To: Snyder, Jon <jsnyder@spokanecity.org>; White, Nicole <nwhite@spokanecity.org>
Cc: Koffel, Janine (WTSC) <jkoffel@wtsc.wa.gov>
Subject: Emergency Streets Project Approval

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good afternoon,

Good news – NHTSA approved our amendment to add the Emergency Streets pilot project to the FFY26 portfolio. I will work to transfer the great info that Nicole has provided in the proposal into our WEMS grants system. It would be great if we can find some time to meet next week to review the scope of work and get the grant contract out for review/signature.

But, before we do that, it looks like we will need you to register your organization (City of Spokane?) in our WEMS system. Here is the link to add your organization: https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZElxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZElxGHBg

Then, you both will want to register as WEMS users under your organization (or just Nicole if she will be managing everything). Here is the link to register as a user: https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZElxG3Zv&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZElxG3Fh

Please note that the organization must be registered before you register yourself as a user.

What days/times might work best to meet next week? Wednesday or Thursday morning would work best for me and would give me time to start drafting the scope of work in the system and will give you time to register in WEMS.

Please let me know if you have any questions. I am looking forward to getting this off the ground!

Appreciatively,

Tony

Anthony Bledsoe, MHPA
Program Manager | He, Him, His
Phone: (360) 725-9867
Email: abledsoe@wtsc.wa.gov
Web: www.wtsc.wa.gov
PO BOX: PO Box 40944, Olympia, WA 98504

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/17/2026		
Clerk's File #	OPR 2026-0285		
Cross Ref #	ORD C36859		
Project #			
Submitting Dept	ACCOUNTING	**Bid #**	
Contact Name/Phone	JERRALL 625.6729	**Requisition #**	
Contact E-Mail	JHAYNES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF WA COMMERCE PARTICIPATORY BUDGET GRANT		

Agenda Wording

Requesting permission to accept the WA Department of Commerce Participatory Budget Grant

Summary (Background)

This grant will Implement a community participatory budgeting (PB) process encouraging residents to identify projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 650,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This grant will cover staff time and benefits, community engagement, and program administration. The allocations are: $160,500 in salary, $60,990 in benefits, $413,510 in contractual services, and $15,000 in indirect support.

Amount		Budget Account
Revenue	$ (650,000)	# 1330-95668-99999-33442-99999
Expense	$ 650,000	# 1330-95668-58900-Various-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	ACCOUNTING -	DUFFEY, ANDREW
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
cstanton@spokanecity.org	sbrown@spokanecity.org
jstratton@spokanecity.org	

OPR 2026-0285

Washington State Department of Commerce

Interagency Agreement with

City of Spokane

Energy Division

Contract Number:
26-95601-002

For

Community Participatory Budgeting

Dated: Wednesday, April 1, 2026

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Face Sheet

Contract Number: 26-95601-002

Energy Division, Energy Programs in Communities Unit
Community Participatory Budgeting

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	**2. Contractor Doing Business As (as applicable)** N/A
3. Contractor Representative Alexander Scott City Administrator 509-625-6774 ascott@spokanecity.org	**4. COMMERCE Representative** Michele Lefebvre Program Manager 360-725-5011 Michele.lefebvre@commerce.wa.gov P.O. Box 42525 1011 Plum St Olympia, WA 98504-2525

5. Contract Amount $650,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** 4/1/2026	**8. End Date** June 30, 2027, if funds are not reappropriated; (), contingent on reappropriation.

9. Federal Funds (as applicable) **Not applicable**	**Federal Agency:** **Not applicable**	**ALN** **Not applicable**

10. Tax ID # 91-6001280	**11. SWV #** SWV0003387-12	**12. UBI #** 328-013-877	**13. UEI #** Not applicable

14. Award Method ☒ **Non-Competitive** ☐ **Competitive**	**NOFO/RFX #** N/A	**Proviso #** Choose an item.5195.S.PL Section 1029

15. Contract Purpose
Implement a community participatory budgeting (PB) process encouraging residents to identify projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" – Proviso.

FOR CONTRACTOR	**FOR COMMERCE**
_____ Alexander Scott, City Administrator	_____ Jennifer Grove, Assistant Director, Energy
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

> "The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed $650,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed $650,000 which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).
The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-95601-002.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of $50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE

If sub granting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. MILESTONE PAYMENT

COMMERCE shall compensate the Contractor in accordance with the amounts specified in Attachment B upon the acceptance of the full completion of each milestone as defined in Attachment A. Full milestone completion means COMMERCE's determination of the Contractor's completion of all deliverables associated with the applicable milestone and the submission of a detailed invoice in accordance with Special Term and Condition #5 Billing Procedures and Payment.

COMMERCE shall have no obligation to make any payment until all deliverables within a given milestone are demonstrated to be complete to COMMERCE's satisfaction.

The parties acknowledge if one or more deliverables within a milestone are delayed by more than three (3) months due to circumstances beyond the Contractor's control, COMMERCE may, in its sole discretion, enter into negotiations with the Contractor to determine whether partial payment may be made for the completed deliverables within that milestone.

10. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

11. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology

and Historic Preservation (“DAHP”), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor’s Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

12. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

13. REAPPROPRIATION

A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Special Terms and Conditions

- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D - Proviso

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release

or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

The City of Spokane intends to implement a community participatory budgeting (PB) process focused on engaging residents in identifying and selecting projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.

Project Management and Coordination: The City of Spokane will manage the overall implementation of the participatory budgeting process and coordinate regularly with all staff, contractors, and community groups. Responsibilities include maintaining a workplan, coordinating project staff, managing communications related to the process, and ensuring that activities occur in alignment with the City's goals for inclusive community engagement. The City will hire and/or designate a Project Manager who will serve as the primary contact for the City and oversee implementation of all project activities.

Steering Committee Support: The City of Spokane will recruit and convene a community Steering Committee that reflects the diversity of the participating neighborhood and includes representation from communities that may experience barriers to civic participation. The Steering Committee will help guide the design and implementation of the participatory budgeting process. The City will organize and facilitate Steering Committee meetings, prepare meeting materials, and coordinate interpretation or other accessibility supports as needed. The Steering Committee will help establish shared goals and values for the process, identify project eligibility guidelines, determine who can participate in the process, and provide input on outreach strategies and voting procedures.

Outreach and Community Engagement: The City of Spokane will develop and implement an outreach and engagement strategy designed to ensure broad community awareness and participation in the participatory budgeting process. Outreach activities may include partnerships with community organizations, presentations at community events, multilingual communications, social media and digital outreach, and distribution of printed materials. Outreach efforts should prioritize reaching community members who may face barriers to participation.

Idea Collection and Website: The City of Spokane will coordinate a community idea collection process that allows residents to submit ideas for projects that could improve the neighborhood. As part of this process, the City will develop and maintain a participatory budgeting website that serves as a central hub for the project. The website will provide information about the participatory budgeting process, timelines, eligibility guidelines, and opportunities for community participation. It will also allow residents to submit project ideas online and review ideas submitted by others. The website will also support the voting phase of the budgeting process by providing accessible information about the final project proposals and directing residents to available voting opportunities.

Proposal Development: Following idea collection, the City of Spokane will convene and support Budget Delegates who will help review ideas and develop feasible project proposals. Budget Delegates may include residents, community partners, or individuals with subject matter expertise. The City will facilitate meetings between Budget Delegates and relevant City departments to assess project feasibility, refine proposals, and develop cost estimates. The final proposals will be prepared for presentation to the community during the voting phase.

Community Voting: The City of Spokane will coordinate the community voting process through which residents select the projects to be funded. Responsibilities include preparing voting materials that describe the project proposals, supporting community education about the proposals, and organizing accessible voting opportunities. Voting may occur through a combination of in-person and digital methods. The City will help ensure that voting opportunities are accessible and inclusive, including providing interpretation or translation resources when needed.

Documentation and Process Evaluation: The City of Spokane will maintain records of outreach activities, meetings, participation levels, and other key components of the participatory budgeting process. At the conclusion of the cycle, the City will facilitate a discussion with the Steering Committee to reflect on the process and identify lessons learned that may help inform future participatory budgeting efforts.

Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Deliverable(s)	Deliverable Description/Documentation	Expected Completion Date	Percent of Grant	Deliverable Total	Total Amount of Grant
A. Design the Process			June 2026	25%	$ 162,500	$ 650,000
	Hire Project Manager	Provide copy of signed Project Manager job description				
	Hire Outreach Coordinator	Provide copy of signed Outreach Coordinator job description				
	Steering Committee	Copy of steering committee meeting notifications, sign-in list and agenda				
	Conflict of Interest	Steering Committee members sign conflict of interest forms				
	Facilitator	Decide who will be facilitating the steering committee meetings				
B. Idea Collection			September 2026	25%	$ 162,500	$ 650,000
	Community Engagement	Copy of flyers/poster announcing meeting, copy of attendance lists, summary of meeting				
	Training contract with PBP	Copy of contract				
	Contract with community partners	Copy of contract(s)				
	Advertising	Copy of flyers, posters, public service announcements, website link				
	Translation	Copy of translated materials				
	Incentives	Community participation incentives				

C. Proposal Development			February 2027	25%	$ 162,500	$ 650,000
	Project Feasibility selection	Copy of meeting sign-in sheets and summaries of each meeting				
	Selection	Copy of screening matrix and list of selected awardees				
	Review	Commerce administrative review of selected proposals				
	Prepare	Preparation for community voting event				
D. Vote, Award, Community notification			April 2027	15%	$ 97,500	$ 650,000
	Vote	Invoice of voting				
	Selection	Copy of notification sent to awardees and notification to community				
E. Closeout & Future Planning			May 2027	10%	$ 65,000	$ 650,000
	Final Evaluation	Steering committee members, and those involved reflect on the process and evaluate what worked well, what could be improved. Evaluators analyze data and report to group.				
			14 Months	**100%**	**$650,000**	**$ 650,000**

Attachment C: Reporting

Quarterly Reports

The Grantee must submit quarterly written reports to COMMERCE, using the report form provided by COMMERCE, no later than fifteen (15) days after the end of each quarter. Each report must include:

1. A narrative summarizing project activities, risks and issues identified or mitigated, and lessons learned.

2. A description of milestones completed during the quarter and milestones anticipated in the next quarter.

Periodic Reporting

The Grantee may be required to provide additional information or metrics necessary to satisfy reporting requirements of the capital budget proviso, the legislature, the governor's office, or COMMERCE. Such requirements may include, but are not limited to, information needed to comply with the Climate Commitment Act (CCA) (*RCW 70A.65)*, the Healthy Environment for All (HEAL) Act *(RCW 70A.02),* or other current or future statutory or policy reporting obligations.

Final Report and Fact Sheet

A final report and fact sheet must be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

25-27 Community Participatory Budgeting

NEW SECTION. Sec. 1029. FOR THE DEPARTMENT OF COMMERCE

2025-27 Community Participatory Budgeting (40000829)

The appropriation in this section is subject to the following conditions and limitations:

(1) The appropriation in this section is provided solely for the department to develop and administer a participatory, community driven, noncompetitive grant program to identify and fund either decarbonization or resiliency projects, or both, that benefit overburdened communities as defined in RCW 70A.02.010.

(2)(a) $2,800,000 of the appropriation is provided solely for the department, in consultation with the environmental justice council created in RCW 70A.02.110, to engage with at least two of the six overburdened communities identified by the department of health under section 222(124), chapter 376, Laws of 2024.

(b) The department must develop a participatory, community-driven process for identifying projects that mitigate the disproportional impacts of climate change on overburdened communities. The process must allow for full community engagement.

(3) $5,500,000 of the appropriation is provided solely for the department to provide grants for projects identified pursuant to subsection (2) of this section.

(4) The department shall submit a report to the governor and appropriate committees of the legislature by June 30, 2027, including the work performed in subsections (2) and (3) of this section and summarizing its progress in granting funding through the participatory budgeting process.

(5) The department may use up to three percent of amounts appropriated in this section for administrative expenses.

Appropriation:

Air Quality and Health Disparities Improvement Account—State	$8,300,000
Prior Biennia (Expenditures)	$0
Future Biennia (Projected Costs)	$0
TOTAL	$8,300,000

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/16/2026		
Clerk's File #	OPR 2025-0272		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	LYNDEN 6283	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Keating, Bucklin & McCormack, Inc., P.S., Seattle, WA, as Outside Counsel providing legal services regarding the matter of Andrei Johnson v. City of Spokane, et. al. This amendment will increase the contract by $75,000 for a contract total of $175,000.

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 75,000.00	**#** Risk - Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	

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

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

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mdean@spokanecity.org	

City Clerk's No. OPR 2025-0272

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

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

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

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

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

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

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($175,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

KEATING, BUCKLIN & MCCORMACK, INC., P.S.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-065

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 02, 2026

Professional Service Corporation

Unified Business ID #: 600221771
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

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

CITY/COUNTY ENDORSEMENTS:
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - 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.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 600221771 001 0001

Expires: Aug 31, 2026

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.
STE 1580
1201 3RD AVE
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

KEATBUC-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2026

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

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

INSURED

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		Z22J112212	8/10/2025	8/10/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			Z22J112212	8/10/2025	8/10/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Auto PD / X $500 Deductible						Hired Auto PD	$ 50,000
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Z22J112212	8/10/2025	8/10/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		Z22J112212	8/10/2025	8/10/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Professional Liab			5096714502	8/10/2025	8/10/2026	Each Claim/Aggregate	7,000,000
C	Excess Prof Liab			MKLV5XLA000615	8/10/2025	8/10/2026	Each Claim/Aggregate	5,000,000

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

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

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

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

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

a. Only applies to the extent permitted by law.

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

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

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

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

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

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

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

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

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

4. Additional Insureds

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

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

a. Broad Form Vendors

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

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

The insurance afforded to the vendor does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

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

b. Co-owner of Insured Premises

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

c. Controlling Interest

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

(1) Their financial control of you; or

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

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

d. Mortgagee, Assignee, or Receiver

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

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

e. Grantor of Franchise

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

f. Lessor of Leased Equipment

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

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

g. Manager or Lessor of Premises

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

However, this provision does not apply to:

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

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

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

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

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

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

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

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

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

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

a. Only applies to the extent permitted by law.

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

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

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

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

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

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

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

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

j. Does not apply to any:

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

(2) Managers or lessors of premises if:

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

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

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

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

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

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

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

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

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

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

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

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

a. All expenses we incur.

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

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

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

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

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

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

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Worked on; or

b. Used in your manufacturing process.

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

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

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

F. Personal and Advertising Injury – Broad Form

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

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

   b. Malicious prosecution or abuse of process.

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

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

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

   (a) The insured;

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

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

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

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

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

G. Product Recall Expense

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

   n. Recall of Products, Work or Impaired Property

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

   (1) "Your product";

   (2) "Your work"; or

   (3) "Impaired property";

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

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

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

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

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

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

   (8) Caprice or whim of the insured;

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

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

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

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

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

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

   Product Recall Expense Limits of Insurance

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

   (1) Insureds;

   (2) "Covered Recalls" initiated; or

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

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

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

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

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

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

g. Product Recall Deductible

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

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

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

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

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

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

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

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

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

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

a. Necessary and reasonable expenses for:

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

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

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

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

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

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

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

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

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

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

6. This Product Recall Expense Coverage does not apply:

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

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

H. Who is an Insured Amended

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

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

2. Insured Employee Extension

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

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

3. Who is an Insured – Subsidiaries

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

Subsidiaries

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

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

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

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

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

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

4. Newly Acquired or Formed Organizations – 180 Days

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

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

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

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

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

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

a. Insureds;

b. Claims made or "suits" brought; or

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

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

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

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

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

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

J. Blanket Waiver of Subrogation

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

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

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

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

6. Representations

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

L. Unintentional Failure to Notify/Knowledge of an Occurrence

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

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

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

M. Medical Payments – Three Years to Report

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

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

SECTION III – ADDITIONAL CONDITIONS

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

A. Liberalization

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

B. Concealment, Misrepresentation or Fraud

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

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

C. Insurance Under Two or More Coverages

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

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

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

SECTION IV – EXCLUSIONS

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

Access Or Disclosure Of Confidential Or Personal Material Or Information

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

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

(2) Financial information, credit card information;

(3) Health information, biometric information; or

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

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

Aircraft Products, Grounding and Testing

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

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

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

(c) The “testing” of any aircraft.

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

(a) “Aircraft Products” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

Cyber Content Incident

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

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

Cyber Incident Exclusion

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

Professional Services

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

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(1) By any insured; or

(2) On behalf of any insured; or

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

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

Professional services include but are not limited to:

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

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

(6) Supervisory, inspection or engineering services;

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

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

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

(10) Services in the practice of pharmacy;

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

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

Unmanned Aircraft

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

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

This paragraph does not apply to:

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

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

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

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

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

Violation Of Law Addressing Data Privacy

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

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

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

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

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

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

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

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

Nuclear Energy Liability

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

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

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

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

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

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

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

(a) The "nuclear material":

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

(ii) Has been discharged or dispersed therefrom;

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

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

(4) As used in this exclusion:

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

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

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

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

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

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

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

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

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

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

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

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

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

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

(j) "Waste" means any waste material:

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

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

C. Amended Exclusion With Coverage Extension

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

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

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

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

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

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

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

(i) Less than 51 feet long; and

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

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

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

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

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

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

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

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

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

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

(ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

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

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

16. "Products – completed operations hazard":

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

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

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

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

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

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

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

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

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

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

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

17. “Property damage” means:

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

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

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

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

SECTION VI – ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

3. "Cyber incident" means any:

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

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

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

d. Alleged or actual unintentional and unauthorized:

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

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

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

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

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

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

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/16/2026		
Clerk's File #	OPR 2022-0481		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	CR28472
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and HR advice. This amendment will increase the contract by $100,000 for a total contract amount of $550,000, which dates back to 2022.

Summary (Background)

The City has been in collective bargaining in 2026 with Local 29, Local 270 and anticipates collective bargaining with M&P A and B and the Spokane Police Guild and Lieutenants and Captains Association later this year, as well as other labor matters to address including a number of grievances and unfair labor practice complaints. While staff from HR and Legal will also be involved in these proceedings, special counsel from Summit Law Group is necessary.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 100,000	**#** 0020-88100-18900-54105-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	

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

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

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City Clerk's No. OPR 2022-0481

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

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

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

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

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

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

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 1, 2026.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($550,000.00)**.

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

SUMMIT LAW GROUP, PLLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-064

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

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Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

INSURED

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

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

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

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

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

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURED

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

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

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

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

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

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

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

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/10/2026		
Clerk's File #	OPR 2026-0286		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT	**Bid #**	PW ITB 6484-26
Contact Name/Phone	JASON 6529	**Requisition #**	
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DEMOLITION AND ASBESTOS ABATEMENT AT 101 AND 105 N MADELIA - C.		

Agenda Wording

Demolition and asbestos abatement of a fire-damaged commercial building at 101 and 105 N Madelia, as ordered by the Building Official for the City of Spokane.

Summary (Background)

The property is owned by the Tormino family and was in use as a warehouse. The building was completely destroyed by a fire on August 20, 2025. Code Enforcement hired a demolition company to carry out a partial demolition due to free-standing masonry walls that were unsupported and a collapse hazard. This work was completed on August 22, 2025. Ownership was ordered to provide a plan to complete the demolition. The building was uninsured, and the family states that they did not have the resources to complete the demolition, which was expected to be a very costly demolition due to the complications of asbestos. A substandard building hearing was on December 2, 2025. By this time, it was evident that resolution by the family was unlikely. The Building Official issued an official demolition order, with a deadline of a plan to be submitted by January 16, 2026. Code Enforcement solicited bids during this timeframe, and this contract reflects the low bid that was received through this request for public works bid process, $326,130.00 plus tax, by C Watts Trucking LLC.

What impacts would the proposal have on historically excluded communities?

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area.

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 proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

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

This proposal would remove an unsafe building/premises and environmental hazard, improving the quality of life for all in the surrounding vicinity, reducing an attractive nuisance, helping to deter other illicit activity in the East Sprague District area. This is one-time project, with no long-term data or program implications, aside from funding and cost recovery.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. City policies regarding substandard/unfit buildings in SMC 17F.070.400 et. seq., RCW 35.80, City purchasing policies and procedures, etc.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 326,130.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The cost of this demolition reflects complications related to asbestos. Due to the substantial fire damage, an adequate asbestos survey cannot be performed. According to Spokane Regional Clean Air Agency (SRCAA) regulations, all materials on site must now

Amount		Budget Account
Expense	$ 326,130.00	# 4700-58100-24600-54201
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

This contract submittal also has a related Special Budget Ordinance. The SBO is intended to account for the costs in the short term, utilizing DSC reserves. Code Enforcement is engaged in multiple discussions regarding options for cost recovery.

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS	PURCHASING	PRINCE, THEA
Division Director	MACDONALD, STEVEN		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Cameron Watts cwatts85@hotmail.com	lgarcia@spokanecity.org
smacdonald@spokanecity.org	jruffing@spokanecity.org
akiehn@spokanecity.org	eracea@spokanecity.org
tprince@spokanecity.org	

City Clerk's No. OPR 2026-0286

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **DEMOLITION/ASBESTOS ABATEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **C. WATTS TRUCKING, LLC.**, whose address is 693 South Idaho Street, Kennewick, Washington 99336, as ("Contractor") individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26.** This demolition must be treated as an alternate means asbestos abatement due to the fire damage, and an adequate alternate means work plan must be submitted to Spokane Regional Clean Air Agency prior to beginning work. The alternate means plan must also address the removal of dirt in the swale along Riverside Avenue.

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Bid Response Summary and Proposal dated January 26, 2026, attached as Exhibit B. These contract documents are on file at the City of Spokane Code Enforcement Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on March 15, 2026, and ends on July 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract 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.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this

Contract shall be a maximum amount not to exceed **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS ($326,130.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the City of Code Enforcement, facilitiesdepartment@spokanecity.org Attn: Dave Steele. All invoices should include the City Clerk 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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 the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility

criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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. **Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate.** Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) 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) upon request by the City. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

    a. 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.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. 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.

16. LIQUIDATED DAMAGES. In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS ($100.00) per working day until the work

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having

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

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Code Enforcement, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

C. WATTS TRUCKING LLC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Contractor's Bid Response and Proposal dated January 26, 2026
Payment Bond
Performance Bond

26-043b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **C. WATTS TRUCKING, LLC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS ($326,130.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

C. WATTS TRUCKING, LLC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **C. WATTS TRUCKING, LLC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of exceed **THREE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS ($326,130.00)**, plus sales tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia, via selected PW ITB #6484-26**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

C. WATTS TRUCKING, LLC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE - PURCHASING
915 N Nelson
Spokane, Washington 99202
(509) 625-6400

PW INVITATION TO BID

PW ITB NUMBER: 6484-26 TITLE: CITY OF SPOKANE Demolition/Asbestos Abatement at 101 & 105 N Madelia BID COORDINATOR: Thea Prince, City of Spokane Purchasing Department PRE-BID CONFERENCE: Friday , January 9, 2026 at 11:00 am pdt – 101/105 N Madelia, Spokane Wa QUESTION DEADLINE: Friday, January 9, 2026 at 5:00 pm pdt	PROPOSAL DUE DATE: Monday, January 19, 2026 TIME: 1:00 pm pdt Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.

Thea Prince

THEA PRINCE
Purchasing

CITY OF SPOKANE

REQUEST FOR PUBLIC WORKS BID

USING AIA FORM A201 – 2007

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

REVISED MARCH 18, 2014

INSTRUCTIONS TO BIDDERS

PRE-BID CONFERENCE. A pre-bid conference will be on Friday, January 9, at 11:00 am. The meeting will be held at the site 101 & 105 N Madelia St., Spokane WA. ***(Any changes to the pre-bid meeting time, date, or location will be posted in ProcureWare,*** **https://spokane.procureware.com.**

1. **SUBMISSION OF BIDS.**
Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

Bid Opening: Sealed electronic bids will be accepted until Monday, January 19, 2026 at 1:00pm. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at https://my.spokanecity.org/administrative/purchasing/ for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at https://spokane.procureware.com before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

2. **BIDDERS' REPRESENTATION.**
Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

3. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

4. **INTERPRETATION.**
If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**
The bidder may make written request to the City for withdrawal of a sealed electronic bid

prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**
Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

7. **BID SECURITY.**
The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**
Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**
Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and

F. Until December 31, 2013, not have violated RCW 39.04.370 "*Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements* more than one time as determined by the department of labor and industries.

G. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.).

H. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.

I. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC

J. 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:

- Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 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.

This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.

11. **BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).**

A bidder will be deemed not responsible if:

A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or

B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

NOTE a minimum requirement of:

- **Two (2) completed projects of similar size and scope in the last five (5) years. Evidence shall be submitted using the Supplemental Bidder Responsibility Criteria form attached to this Request for Bids.**
- **Must be Asbestos Hazard Emergency Response Act (AHERA) Certified – Upload proof of certification in ProcureWare where indicated.**

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

12. **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 bidding, 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.

13. **CONTRACTOR REGISTRATION.**
The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

14. **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 payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

15. **PUBLIC WORKS REQUIREMENTS.**
The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

16. **ELECTRONIC BID INSTRUCTIONS.**
Bidders must go online to the City's Bidding Portal (https://spokane.procureware.com) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

I. Click on **"Bids"** located on the left hand column.
II. Find the applicable project and click the **"Project Number"**.
III. Click on the **"Response"** tab.
IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
V. Click on the **"Pricing"** tab and enter pricing as requested. A **"Comment"** field is available if needed.
VI. Once both the Questions and Pricing information has been entered, the yellow **"Question Response and Pricing Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
VII. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
VIII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

SCOPE OF WORK

1. **PERFORMANCE.**
The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the CITY OF SPOKANE Demolition/Asbestos Abatement at 101/105 N Madelia.

1. DEMOLITION OF STRUCTURES. The Contractor shall raze, remove and dispose of all buildings, basement or cellar floors, foundations, structures, fences and other obstructions with improvement limits except utilities and those items for which other provisions have been made for removal or have been" designated to remain. Any underground fuel or oil storage tanks shall be filled or removed under supervision of the Spokane Fire Prevention Bureau with pricing to be determined by change order.

This entire project must be handled as asbestos contamination meaning "alternate means work plan" that will have to be approved by Spokane Clean Air.

2. UTILITIES. The Contractor shall arrange for any private utilities involved to make all necessary disconnections and removals. The Contractor shall arrange with the City to disconnect and remove, or cap and plug water services and sewer/septic lines.

3. FINISHING OF SITE. The site, upon demolition of the structure(s), will be graded to a uniform grade. Tall rubble, rock and lumber scraps will be raked up and hauled from the site. Natural undisturbed rock outcropping may remain. All demolition material shall be removed to an authorized landfill site for disposal. All basements and excavations shall be filled to grade with acceptable fill material. In the absence of an approved soil engineering report the general provisions of the Uniform Building Code for fills shall apply. In general the definition states that fills should not be made on natural slopes steeper than 2:1. The slope of fill surfaces shall be no steeper than is safe for the intended use. Detrimental amounts of organic material is not permitted in the fill. No rock larger than 12 inches in one dimension shall be placed in fills unless at least 10 feet vertically below grade. All fills shall be compacted generally to a density standard acceptable to the Building Official. Top soil should be preserved and spread over as the final layer of the filled excavation.

4. EXPLOSIVES. The Contractor shall not allow the use of explosives without first having obtained a blasting permit from the Department of Engineering Services. Such permit will not relieve the Contractor of responsibility for any injury to persons or damage to property due to blasting operations. If allowed, explosives must be under the direction and control of skilled and licensed personnel as well as in compliance with governing laws and regulations.

5. POLLUTION CONTROLS. The Contractor shall comply with all regulations of the Spokane Regional Clean Air Agency. In addition, the Contractor may be required to clean adjacent structures and improvements of all dust, dirt and debris that may be caused by demolition operations as directed by the City. NEW CLEAN AIR – Call 477-4727 if you have questions

6. ASBESTOS. All Asbestos removal costs are to be included in bid. An adequate asbestos survey cannot safely be conducted, so a report is not provided. This will likely need to be an alternate means asbestos abatement according to SRCAA regulations. Removal and disposal of asbestos to be conducted in a lawful and legal manner in compliance with all applicable laws and safety processes and procedures. The Contractor needs to be aware of the presence and handling of other dangerous and toxic substances in structures. Contact the Department of Labor & Industries for further information.

7. PROTECTIONS. The Contractor shall provide safe access for pedestrians, emergency vehicles, utility vehicles or local traffic through the area of demolition.

8. ADJOINING STREET FACILITIES. All existing sidewalk, adjoining curbs, driveways, driveway drops and alley returns shall remain intact unless designated to be removed. Any damage shall be the responsibility of the Contractor.

9. NEIGHBORING FACILITIES. The Contractor shall promptly repair, or cause to be repaired, damage to neighboring facilities, public or private, caused by demolition operations as determined by the City at the Contractor's sole expense.

10. SALVAGE. All materials will become the property of the Contractor and shall be disposed of by the Contractor. Items of salvable value to the Contractor may be removed from the Structures as the work progresses. Sale of salvage items will not be permitted on the site.

11. PERMITS. The Contractor shall obtain all permits and pay all fees necessary or incident to completion of the work.

12. COMPLIANCE WITH LAWS. The Contractor shall perform work in compliance with requirements of all applicable codes and standards of governing authorities having jurisdiction, including provision for adequate protection to persons and property by means of insurance, bonding, traffic, etc.

13. **DUMPING OF MATERIAL. The Contractor shall dump all solid waste and demolition material at any facility permitted for demolition debris disposal.**

14. SUBMISSION OF ACCOUNTS. Submit all accounts for payment with weight bills to Code Enforcement (Attention: Jason Ruffing).

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6484-26 Demolition and Asbestos Abatement of 101 & 105 N Madelia

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal 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. The bidder proposes to do the project at the following price:

Demolition & Disposal Charge $_____
(do not include Washington State Sales Tax)

Credit for Salvage $_____

Final Project Bid $_____

THE ABOVE PRICING INCLUDES THE PAYMENT OF PREVAILING WAGES.

THE CONTRACTOR SHALL DUMP ALL SOLID WASTE AND DEMOLITION MATERIAL AT ANY FACILITY PERMITTED FOR DEMOLITION DEBRIS DISPOSAL.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to **Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30th, 2026.**

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS ($100.00) per working day until the work

is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: _____

_____
Signature of Bidder's Authorized Representative

_____
Title

_____
A*ddress*

_____
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

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 _____

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. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

(1) including qualified minority and women's businesses on solicitation lists;

(2) insuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES

MINORITY BUSINESS SUBCONTRACTING GOAL $_____ MBE TOTAL $ _____

WOMEN'S BUSINESS SUBCONTRACTING GOAL $_____ WBE TOTAL $ _____

COMBINATION GOAL: $_____ MBE/WBE TOTAL $_____

*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Demolition/Asbestos Abatement of 101 & 105 N Madelia

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

_____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____

AS SURETY

By: _____

Attorney in Fact

AIA DOCUMENT A201
"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITONS

1.1.1 Change the last sentence in paragraph 1.1.1 to read:

The Contract Documents include Request for Bids, Instructions to Bidders, Bid Proposal Forms, Bid Bond, Performance Bond, Payment Bond and Contractor's Bid.

1.1.1 Add the following to paragraph 1.1.1:

It shall be the responsibility of the Contractor and each subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section of each division of this specification as if printed therein.

1.1.1.2 Add a subparagraph 1.1.1.2 to read:

Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive way of doing work unless he asked for and obtained written decision by addenda as to which method or materials will be required.

1.1.1.3 Add a subparagraph 1.1.1.3 to read:

Where the word "similar" occurs on drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relationship to their location and their connection to other parts of the work.

1.1.1.4 Add a subparagraph 1.1.1.4 to read:

Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the Conditions of the Contract. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the contract documents have been fulfilled.

1.1.5 Add the following to paragraph 1.1.5

Where on any drawings a portion of work is drawn out and remainder is indicated in

outline, the drawn out parts shall apply also to other like portions of the work. Where detail is indicated by starting only, such details shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

Drawings are in general diagrammatic and do not necessarily show complete details of the work, or materials, and do not necessarily show the construction sequence that may affect the Contractor means and methods. The Contractor shall coordinate to sequence the parts to a completed whole.

1.1.6 Add the following to paragraph 1.1.6:

These specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences. The word "product" includes materials, systems and equipment. The word "selected" means "selected by the Architect". The word "coordinate" means "satisfactorily combine the work of all trades for a complete and operating installation." Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases shall be supplied by inference in the same manner as they are in a note on the drawings. The Contractor shall provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals required for their completion.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add a subparagraph 1.2.1 to read:

Conflicts in the documents shall be brought to the Architect's attention. In the event of conflicts or discrepancies among the contract documents, interpretations will be made by the Architect in accordance with this principle of complementary relationship among documents, with reference to the following priorities if necessary to reach a conclusion:

a. Modifications.
b. Agreement.
c. National, State and Local Codes and Ordinances.
d. Supplementary Conditions.
e. General Conditions of the Contract for Construction.
f. Project Manual and any Addenda. Addenda of later date take precedence over those of earlier date.
g. Drawings. Drawings of larger scale and greater detail take precedence over drawings of smaller scale and less detail.

1.2.2 Add the following to Paragraph 1.2.2:

Such organization shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.4 Add a subparagraph 1.2.4 to read:

Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 Add a subparagraph 1.2.5 to read:

The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, it is deemed to have accepted the specified and/or detailed method of installation as being adequate to produce first class, satisfactory work. Should conflict occur in or between drawings and specifications, the Contractor is deemed to have estimated on the more expensive way of doing the work unless it shall have asked for, and obtained a written decision seven (7) calendar days before submission of proposal as to which method or materials will be required. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Add a subparagraph 1.2.6 to read:

Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or its proceeding with affected work prior to receiving same shall indicate its acceptance of any and all costs and/or delays required on account of necessary corrections.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 Add a new sentence to read:

The Owner is the City of Spokane, Washington.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 Delete subparagraph 2.2.5 and replace with:

The Contractor will be furnished free of charge three (3) copies of drawings and project manuals. Unless otherwise agreed, additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Add the following to subparagraph 3.2.1:

If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, it shall promptly notify the Architect, requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies or omissions without receiving such clarification, it does so at its own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Architect, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.4 Add a subparagraph 3.3.4 to read:

The Contractor shall be solely responsible for any claims for wages or compensations by the Contractor's employee, agents, representatives, including subcontractors.

3.3.5 Add a subparagraph 3.3.5 to read:

All grades, levels, bench marks, locations and corners shall be correctly verified by the Contractor.

3.3.6 Add a subparagraph 3.3.6 to read:

In accordance with RCW 39.06.020, 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. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

3.4 LABOR AND MATERIALS

3.4.1 Add the following to subparagraph 3.4.1:

The Contractor shall be solely responsible for all materials and equipment until the completed project is delivered and accepted by the Owner. The Contractor shall, at its own expense, secure and maintain a storage area for his materials and equipment."

3.4.2 Add the following to subparagraph 3.4.2:

After the Contract has been executed the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions set forth in the General Requirements (Division 1 of the Specifications).

a. Required product cannot be supplied in time for compliance with Contract time requirements.
b. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted, or insured, or has other recognized disability as certified by Contractor.
c. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, and other necessary services, and similar considerations.

By making requests for substitutions based on the above paragraph, the Contractor:

a. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
b. represents that it will provide the same warranty for the substitutions as it would have for the product specified;
c. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

3.5 WARRANTY

3.5 Revise the third sentence to read:

Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Revise the last sentence to read;

The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Add a subparagraph 3.5.1 to read:

The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

The Washington Department of Revenue has issued special rules designed to assist the Contractor in accurately reporting to the Department of Revenue the Contractor's tax liability. Although the Owner may furnish information in the specification regarding the application of state taxes to a particular contract or bid item, it shall be the Contractor's responsibility as to the correct interpretation of the laws and regulations relating to such taxes. Adjustments will not be made in the amount to be paid by the Owner under the contract because of any misunderstanding by the Contractor as to the Contractor's liability for, or the amount of, any taxes. If the Contractor is in doubt as to the tax procedures in any particular case, the Contractor shall consult with the Washington State Department of Revenue.

3.6.2 Add a subparagraph 3.6.2 to read:

The contract sum and any agreed variations thereof shall include all taxes imposed by law, and properly chargeable to the project except Sales Tax. Sales Tax applicable to the contract sum will be collected from the Owner and shall be paid to the State Department of Revenue by the Contractor in conformance with the law. State of Washington Sales Tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, machinery and equipment, and consumable supplies, such as hand and machine tools, cranes, air compressors, bulldozers, lubricating oil, sandpaper and form lumber which are primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. (WAC-458-20-170).

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive. Note that the Northside Landfill is in the City of Spokane. The Southside Landfill is in Spokane County.

City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
NOI/Construction Stormwater Permit, Department of Ecology	(360) 407-6467

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work. The Contractor shall furnish to the Owner and the Architect no later than the preconstruction conference the permit numbers for mechanical, electrical, plumbing and any other required permits that must be obtained through governing agencies.

3.9 SUPERINTENDENT

3.9.1 Delete subparagraph 3.9.1 and replace with:

The Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and the Architect and shall not be changed except with the consent of the Owner and the Architect, which shall not be unreasonably withheld, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communication given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

3.9.4 Add a subparagraph 3.9.4 to read:

Contractor shall be responsible to fully inform its superintendent of all project progress, problems, decisions, changes, and deficiencies as they happen.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 Add a subparagraph 3.11.1 to read:

Record drawings shall be kept clean, and notations shall be made using clear, concise drafting techniques acceptable to the Architect.

The Contractor shall also maintain at the site for availability of the Owner and/or Architect one copy of all inspection reports and other written communications from the Architect and/or subcontractors, other prime contractors, materials suppliers, etc.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

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.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Add the following to subparagraph 4.2.1:

If the Owner has not designated an Architect to provide Contract Administration, the word “Architect” shall be read as the Owner’s Representative.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Bidder shall at time of bid opening submit the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performances of the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless the subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

Not later than seven (7) days after the date of Notice to Proceed, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing subcontractor.

The Contractor shall submit as part of the bid, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of HVAC (heating, ventilation and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW; or to name itself for the work. The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two (2) or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Add a subparagraph 5.3.1 to read:

It is the responsibility of any subcontractor whose work must be applied or installed on or within work of other trades to examine conditions affecting its work. The subcontractor should notify the Contractor, in writing, with copy to the Architect, of any unsuitable or improperly prepared surfaces or conditions. Commencing work or absence of notification in writing constitutes acceptance of surfaces or conditions by a subcontractor, and it will be its responsibility to correct any defect in its work appearing thereafter.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.4 Add a new subparagraph 7.1.4 to read:

The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

a. For Contractor, for any work actually performed by Contractor's own forces, fifteen percent (15%) of the direct cost of material and labor up to $50,000 or ten percent (10%) of direct costs of changes exceeding $50,000.

b. For Contractor, for any work performed by its subcontractor(s), eight percent (8%) of the amount due each subcontractor up to $50,000 or six percent (6%) of the cots due each subcontractor for costs exceeding $50,000.

c. For each subcontractor (including lower tier subcontractors), for any work actually performed by its own forces, fifteen percent (15%) of the direct cost of materials and labor up to $50,000 or ten percent (10%) of direct costs of changes exceeding $50,000.

d. For each subcontractor, for any work performed by its subcontractor(s) of any lower tier, eight percent (8%) of the amount due the sub-subcontractor up to $50,000, or six percent (6%) of the costs due each subcontractor for costs exceeding $50,000.

7.2 CHANGE ORDERS

7.2.2 Add a subparagraph 7.2.2 to read:

Any Change Order prepared, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including, but not limited to, all direct, indirect, and consequential costs associated with the change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 Add a subparagraph 7.2.3 to read:

Contractor shall promptly respond to Change Order request for proposal within fifteen (15) days or such longer period as may be mutually acceptable for complex changes.

7.2.4 Add a subparagraph 7.2.4 to read:

The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Proposals, and Construction Change Directives.

7.3 CONSTRUCTION CHANGE AUTHORIZATION

7.3.6 Revise the last sentence in subparagraph 7.3.6 to read:

Such agreement shall be effective immediately and shall be incorporated into a future Change Order.

7.3.11 Add a subparagraph 7.3.11 to read:

Overhead is defined as costs for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, small tools, safety, insurance and any other cost incidental to the change in the Work.

ARTICLE 8 - TIME

8.3 DELAYS AND EXTENSIONS OF TIME:

8.3.1 Delete paragraph 8.3.1 and replace with:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the contractor's control, or by delay authorized by the Owner pending mediation and arbitration or by other causes which may justify delay as determined both by the Architect and Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

8.3.4 Add a subparagraph 8.3.4 to read:

The Contract time shall be adjusted only for changes in the work pursuant to Article 7, and excusable delay pursuant to this Paragraph 8.3 as determined by the Architect. In the event the Contractor requests an extension of the contract time, it shall furnish the justification and supporting evidence as the Architect may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under this Contract. After receipt of such documentation, the Architect shall make its findings of fact and so advise the Contractor in writing. The determination shall be based upon the approved Contractor's schedule current at the time of the delay.

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

8.4.1 Time is of the essence of the contract. Delays inconvenience the traveling public, obstructing traffic, interfere with daily commerce, and increase risk to the traveling public. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspections and supervision.

8.4.2 Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1 Delete paragraph 9.1 and replace with:

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum and adjustment thereof shall include all taxes imposed by law except the Washington State Sales Tax, which will be paid by the Owner to Contractor, who shall pay tax to the State of Washington in accordance with the law.

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on

account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided the following conditions are met:

a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
b. On contracts greater than $35,000, the City has received a release of liability from the State Department of Employment Security.
c. On contracts greater than $35,000, the City has received a release of liability from the State Department of Labor and Industries.
d. On contracts greater than $35,000, the City has received a release from the State Department of Revenue.
e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefiled Statement(s) of Intent to Pay Prevailing Wages. Below is an example of the certification which is to appear on each voucher claim (invoice) submitted by the Contractor for payment.

CERTIFICATE

I certify that wages have been paid in accordance with the Statement (s) of Intent to

Pay Prevailing Wages previously certified and filed pursuant to this contract.

By:_____ Date: _____

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages is forty dollars ($40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor. In order to receive this reimbursement the Contractor will be required to submit to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

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 or Stop Gap Insurance in the Amount of one million ($1,000,000);

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than One million ($1,000,000) each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract;

Acceptable supplementary Umbrella insurance coverage combined with

Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

;

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

d. **Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate.** Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage

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

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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

13.9 Add a paragraph 13.9 to read:

ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

13.10 Add a paragraph 13.10 to read:

APPRENTICES. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

13.11 Add a paragraph 13.11 to read:

WORKERS' HOURS. Notwithstanding the provisions of RCW 49.28.010 through

49.28.060, a contractor or subcontractor in any public works contract subject to those provisions may enter into an agreement with his or her employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employee work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28.020 shall not apply to the hours, up to forty hours per week, worked pursuant to agreements entered into under this section.

13.12 Add a paragraph 13.12 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The 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. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.
Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is MONDAY, JANUARY 19, 2026.

C. As the successful Bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6065 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

F. The Contractor or subcontractor directly contracting for “Off-Site, Prefabricated, Non-Standard, Project Specific Items” shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for” Off-Site, Prefabricated, Non-Standard, Project Specific Item” on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over $1 million entered into by the Owner and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

a) Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
b) Produced specifically for the public work and not considered to be regularly available shelf items;
c) Produced or manufactured by labor expended to assemble or modify standard items; and
d) Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:
a) The estimated cost of the public works project;
b) The name of the awarding agency and the project title;
c) The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
d) The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.5.2 Add the following to subparagraph 15.1.5.2:

Source of the weather data to be used in documenting weather delays will be the National Oceanic and Atmospheric Administration (NOAA).

15.2 INITIAL DECISION

15.2.8 Delete subparagraph 15.2.8.

15.4 ARBITRATION

15.4.4 Delete Subparagraph 15.4.4.

END OF SUPPLEMENTARY GENERAL CONDITIONS

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria (General Contractor)

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: **Demolition/Asbestos Abatement 101 & 105 N Madelia**	
	Project #6484-26
Part A: General Company Information	
Company Name	
Address	
Contact Name and Title	
Contact Phone	Contact E-mail
Years in business as a Prime Contractor	Years in business as a sub-contractor
Years in business under present Name	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List two (2) projects of similar size and similar scope within the last five (5) years.**	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
□ Yes □ No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
□ Yes □ No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

Part E: Safety

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

□ Yes □ No

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

Part F: Environmental

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

□ Yes □ No

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

Part G. Utilization Requirements

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

□ Yes □ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

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

□ Yes □ No

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

Part I. Prevailing Wage

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

□ Yes □ No

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

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

Part O: Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
□ Yes □ No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative Date
Printed Name of Authorized Representative Title

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable)	tprince@spokanecity.org
	with the Email Subject line: Supplemental Bidder Form for City of Spokane Demolition/Asbestos Abatement 101 & 105 N Madelia

Questions: Please call (509) 625-6400

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

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

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number:	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

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

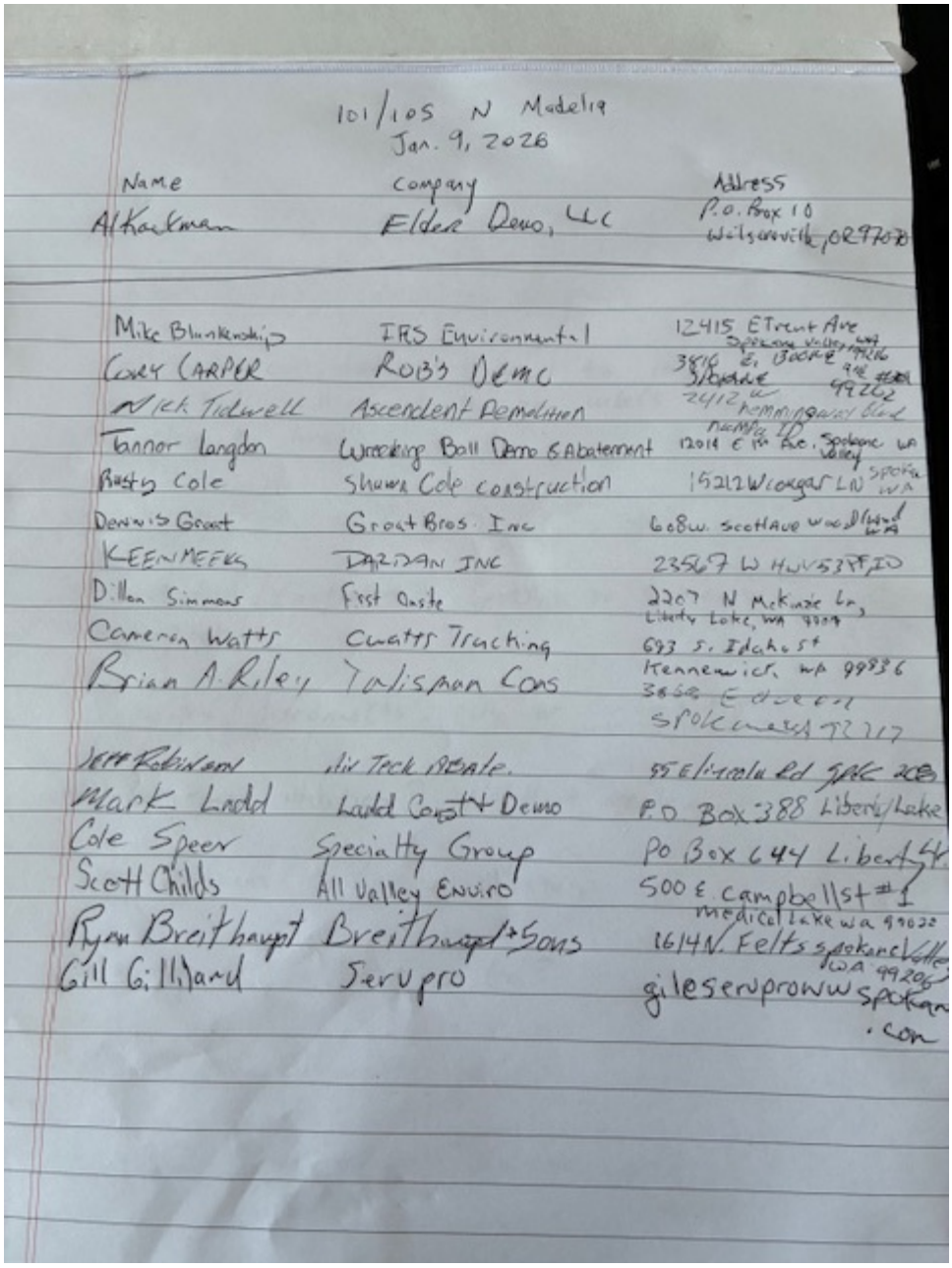
1/12/2026

ADDENDUM NO. 1

PW ITB 6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

This Addendum is being released to provide the sign-in sheet from the pre-bid meeting as well as to provide questions and answers asked at the pre-bid meeting**.**

1) ***Potential complications with the retaining wall. Is it possible that it can stay, along with portions of the slab?***
    a. ***Yes. Following internal communications, the City will amend the expectations in the RFP. The retaining wall, which impacts primarily the east and north sides of the property, and any portions of the slab that remain in sound condition, are permitted to remain. This is assuming that the property abatement protocols to ensure the concrete is not contaminated with asbestos is included in the alternate means work plan proposal to SRCAA.***
2) Is there an existing alternate means work plan for this demolition project?
    a. No – the contractor must develop their own plan that will meet SRCAA regulations.
3) Regarding the finished site, what are the expectations?
    a. City demolition standards are typically to remove all improvements, including the slab, and return the site to raw land. (more on this question later, I initially answered generically.)
4) For the alternative means work plan – does 6 inches of soil need to be removed underneath the slab?
    a. Per SRCAA, if slab can be cleaned with a HEPA vac, soil underneath can be disregarded. If slab is not cleaned, and soil is disturbed, soil will need to be removed.
5) Will the City have a 3rd party representative for the project?
    a. No – I will be the primary contact for operational needs and issues.
6) Is backfill and compaction required?
    a. Yes and no – the city expects some level of backfill to provide for a relatively flat and uniform finished site, but compaction is not required.
7) Permits and disconnects – are these the contractor's responsibility or will the city manage this aspect.
    a. Contractor's responsibility.
8) Underground utilities or tanks?
    a. None known or presumed to be there.
9) Waste transport – do loads need to be wrapped in plastic during transport?
    a. Yes, standard asbestos transportation expectations in place for this project.
10) Can any steel be salvaged?
    a. No – all material is presumed to be contaminated with asbestos, and must all be removed in the same manner per the alternate means work plan that the contractor provides.
11) Do all workers at the site need to be asbestos certified?
    a. Yes
12) Some fire/building debris is still present in the swales/right of way. Does this need to be removed, and does this include the typical expectation to remove 6 inches of dirt as contaminated?
    a. Yes



101/105 N Madelia
Jan. 9, 2026

Name	Company	Address
Al Kaufman	Elder Demo, LLC	P.O. Box 10 Wilsonville, OR 97070
Mike Blankenship	IRS Environmental	12415 E Trent Ave Spokane Valley, WA
Corey CARPER	ROB'S DEMO	3816 E. BOONE Spokane 99202
Nick Tidwell	Ascendent Demolition	2412 W Hemming Ave Nampa, ID
Tanner Langdon	Wrecking Ball Demo & Abatement	12014 E 1st Ave. Spokane Valley WA
Rusty Cole	Shawn Cole construction	15212 Wickers LN Spokane WA
Dennis Grant	Grant Bros. Inc	608 w. Scott Ave Woodland WA
KEEN MEEKS	DARIAN INC	23567 W HWY 53 #ID
Dillon Simmons	First Waste	2207 N McKenzie Ln, Liberty Lake, WA 99019
Cameron Watts	Cwatts Trucking	693 S. Idaho St Kennewick, WA 99336
Brian A Riley	Talisman Cons	3858 E Desmet Spokane WA 99217
Jeff Robinson	Mix Tech Ready.	95 E Livingston Rd Spk 208
Mark Ladd	Ladd Const + Demo	P.O Box 388 Liberty Lake
Cole Speer	Specialty Group	PO Box 644 Liberty Lk
Scott Childs	All Valley Enviro	500 E Campbell St #1 Medical Lake WA 99022
Ryan Breithaupt	Breithaupt & Sons	1614 N. Felts Spokane Valley WA 99206
Gill Gilliland	Servpro	gilleservpro@wwspokane.com

Thea Prince
Sr. Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.

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

1/13/2026

ADDENDUM NO. 2

PW ITB 6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

This Addendum is being released to change the Bid Due Date to 1/26/2026 since 1/19/26 Is Martin Luther King day and City Hall is closed.

Bid Opening: Sealed electronic bids will be accepted until Monday, January 26, 2026 at 1:00pm. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at https://my.spokanecity.org/administrative/purchasing/ for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at https://spokane.procureware.com before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

Thea Prince
Sr. Procurement Specialist,
Purchasing & Contracts
Department

PLEASE NOTE: RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.

Bid Response Summary

Bid Number PW ITB 6484-26
Bid Title Demolition/Asbestos Abatement at 101 & 105 N Madelia
Due Date Monday, January 26, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company C Watts Trucking LLC
Submitted By Cameron Watts - Monday, January 26, 2026 11:54:56 AM [(UTC-08:00) Pacific Time (US & Canada)]
cwatts85@hotmail.com
Comments

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the project requirements.	Acknowledged and Agreed
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	Acknowledged and Agreed
	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 unless otherwise mutually agreed by the City and Contractor.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	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.	Acknowledged and Agreed
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30, 2026.	Acknowledged and Agreed

	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Cameron Watts Cwatts85@hotmail.com 509-873-9577
PUBLIC WORKS REQUIREMENTS			
	1	The work under this contract constitutes a public work under state law.	Acknowledged and Agreed
	2	Payment/performance bonds will be required.	Acknowledged and Agreed
	3	Statutory retainage will be required.	Acknowledged and Agreed
	4	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).	Acknowledged and Agreed
	5	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. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, January 19, 2026 .	Acknowledged and Agreed
	6	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.	Acknowledged and Agreed
	7	The Contractor and any 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).	Acknowledged and Agreed
	8	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
	9	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	Acknowledged and Agreed
GENERAL CONDITIONS			

	1	By submitting a bid, Contractor acknowledges that they have read and understand the General Conditions included in and made a part of the "PW ITB 6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document" in the Documents tab.	Acknowledged and Agreed
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.	Acknowledged and Agreed
	Scope of Work	The Contractor has reviewed and understands the document entitled "PW ITB 6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document" in the 'Documents' tab.	Acknowledged and Agreed
	Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged and Agreed
	Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Acknowledged and Agreed
	Asbestos Hazard Emergency Response Act (AHERA) Certified	Contractor must be Asbestos Hazard Emergency Response Act (AHERA) Certified – Upload proof of certification here.	Joshua AHERA BIS Exp 5.5.2026.pdf
BID			
	1	Please download the 'Bid Proposal' Pages 8-10 of the PWITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document in the 'Documents' tab, complete, and upload the completed document here.	Jan 26 at 09_39.pdf
	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form Page 14 of the PW ITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document in the 'Documents' tab).	Spokane - Executed BB.pdf
	3	Please indicate if subcontractors will be used to complete this project.	Yes

	4	If subcontractors will be used, please use the 'Subcontractor List' Page 11 of the PW ITB #6848-26 Demolition/Asbestos 101 & 105 N Madelia Bid Document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	PW Bid #6484-26 Subcontractor List.pdf
	5	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Acknowledged and Agreed
CONTRACTOR RESPONSIBILITY			
	1	Washington State Contractor’s Registration No.	cwattwt821ll
	2	Contractor's U.B.I. Number	603231857
	3	Contractor's Washington Employment Security Department Number	000-464034-01-8
	4	Contractor's Washington Excise Tax Registration Number	603231857
	5	Contractor's City of Spokane Business Registration Number	Applied and paid for on 1/25/2026
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.	Acknowledged and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1	Demolition & Disposal Charge	Base	Each	1.00	$326,130.00	$326,130.00	Three hundred twenty six thousand one hundred thirty dollars.
	2	Credit for Salvage	Base	lot	1.00	$0.00	$0.00	zero dollars
Total Base Bid	$326,130.00							

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6484-26 Demolition and Asbestos Abatement of 101 & 105 N Madelia

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal 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. The bidder proposes to do the project at the following price:

Demolition & Disposal Charge $ 326,130.00
(do not include Washington State Sales Tax)

Credit for Salvage $ 0

Final Project Bid $ 326,130.00

THE ABOVE PRICING INCLUDES THE PAYMENT OF PREVAILING WAGES.

THE CONTRACTOR SHALL DUMP ALL SOLID WASTE AND DEMOLITION MATERIAL AT ANY FACILITY PERMITTED FOR DEMOLITION DEBRIS DISPOSAL.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to **Proceed and to substantially complete the specified work by within 90 calendar days or no later than April 30th, 2026.**

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS ($100.00) per working day until the work

is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. CWATTWT821LL
(must be in effect at time of bid submittal)

U.B.I. Number 603231857

Washington Employment Security Department Number 000-464034-01-8

Washington Excise Tax Registration Number 603231857

City of Spokane Business License Number Applied and paid on 1/25/2026
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: C Watts Trucking LLC

Signature of Bidder's Authorized Representative

Owner
Title

693 S Idaho st Kennewick WA 99336
Address

509-873-9577
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 1/26/2026
date

(Seal Or Stamp)
RYAN P UDOR
Notary Public
State of Washington
Commission # 25005911
My Comm. Expires Mar 2, 2029

Signature of Notary Public

My appointment expires Mar 2, 2029

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, C. Watts Trucking, LLC as Principal, and Western National Mutual Insurance Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Demolition/Asbestos Abatement of 101 & 105 N Madelia

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on January 26, 2026

C. Watts Trucking, LLC

AS PRINCIPAL

By: Cameron Watts

Title: Managing Member

Western National Mutual Insurance Company

AS SURETY

By: Jared W. Haff

Attorney in Fact

A valid POWER OF ATTORNEY must accompany this bond.

WESTERN NATIONAL INSURANCE

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Jared W. Haff, Justin B. Toner, Jason Bravo, Christina O'Brien**

HIGHSTREET INSURANCE SVCS WEST (010463)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Ten Million Dollars ($10,000,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 26th day of January, 2026

Jennifer A. Young, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Certificate of Completion

This is to certify that on May 5, 2025

Joshua Baxter

Did attend and satisfactorily complete the training requirements in accordance with
TSCA Title II (Section 206) and 40 CFR 763 &
Missouri State RSMo 643.230

For designation as an

AHERA Building Inspector (Refresher)

Certificate No. ASI-BIR-25-046

Refresher Due:
May 5, 2026

Presented by:

Michael J. Moore

Training Director/Instructor

AMERICAN SAFETY
ENVIRONMENTAL TRAINING & CONSULTING

PO Box 249 Richland, WA 99352 (509) 851-0771 americansetc@gmail.com

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB #6484-26 Demolition/Asbestos Abatement at 101 & 105 N Madelia

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 Safeguard Abatement

TYPE OF WORK/BID ITEM Asbestos abatement

AMOUNT $25000.00

CONTRACTOR'S REGISTRATION NO. SAFEGA*888Q8

CONTRACTOR/SUPPLIER Waste Management Graham Landfill

TYPE OF WORK/BID ITEM Disposal site

AMOUNT $160,000.00

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

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 30, 2026

Limited Liability Company

Unified Business ID #: 603231857
Business ID #: 001
Location: 0001
Expires: Aug 31, 2026

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT (EXPIRES 12/31/2026) - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

KENNEWICK HOME OCCUPATION BUSINESS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 01/31/2027) - ACTIVE
QUINCY GENERAL BUSINESS - NON-RESIDENT (EXPIRES 07/31/2026) - ACTIVE
WEST RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CLE ELUM GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
UNION GAP GENERAL BUSINESS - NON-RESIDENT (EXPIRES 05/31/2026) - ACTIVE
BENTON CITY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
FRANKLIN COUNTY GENERAL BUSINESS - NON-RESIDENT #2983 - ACTIVE

DUTIES OF MINORS:

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.

John Ryser
Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC
693 S IDAHO ST
KENNEWICK WA 99336-9622

FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
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FOLD HERE

Expires: Aug 31, 2026

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

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693 S IDAHO ST
KENNEWICK WA 99336-9622

Ages 16-17: PICKUP/DELIVER SUPPLIES, DRIVE TO MECHANICS, CLEAN SHOP, PICKUP/DEPOSIT CHECKS, ORGANIZE PAPERWORK/RECIEPTS FROM JOBS, RAKE, SPRINKLE
Ages 14-15: CLEAN SHOP, ORGANIZE PAPERWORK/RECIEPTS FROM JOBS, RAKE, MOVE SPRINKLERS.

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors under the age of 16 are prohibited from occupations involving the operation, repair, oiling, cleaning, adjusting, or setting up of or working in proximity to any power-driven equipment. WAC 296-125-033(8).

Only 17 year olds may drive on public roadways if such driving is occasional and incidental. Restricted to daylight hours. 16 and 17 year olds may occasionally drive on employer's private property. WAC 296-125-030 (2). See L&I's Policy: ES.C.4.3.

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.

John Ryser
Director, Department of Revenue

UBI: 603231857 001 0001

C. WATTS TRUCKING, LLC
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STATE OF WASHINGTON

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WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #35632 - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
RICHLAND GENERAL BUSINESS -

Expires: Aug 31, 2026

John Ryser
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.

CWATTST-02 JBRAVO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2026

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	CONTACT NAME: Jason Bravo
Highstreet Insurance & Financial Services 6816 W Rio Grande Kennewick, WA 99336	PHONE (A/C, No, Ext): (509) 396-5751 116 FAX (A/C, No): E-MAIL ADDRESS: jason.bravo@highstreetins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Company	15377
INSURER B : Western National Assurance Company	24465
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

C. Watts Trucking, LLC
693 S. Idaho Street
Kennewick, WA 99336

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP 1374669	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	CPP 1374119	6/1/2025	6/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	UMB 1061812	6/1/2025	6/1/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		CPP 1374669	6/1/2025	6/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Lease/Rented Equip.			CPP 1374671	6/1/2025	6/1/2026		100,000
C	Pollution Liability			MKLV5ENV105534	3/15/2026	7/1/2026	Agg/Condition	3,000,000

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

Certificate Holder is listed as Additional Insured for Ongoing and Completed Operations on a Primary & Non-Contributory basis, Waiver of Subrogation applies, when required by written contract, per the attached forms.

Additional Insured: City of Spokane

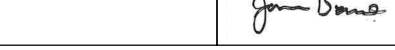
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

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

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

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

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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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
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Insured Contract Amended 10

Personal And Advertising Injury Redefined
- Televised, Videotaped Or Electronic Publication 10

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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".

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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.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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

a. Insureds;

b. Claims made or "suits" brought; or

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

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

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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.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to $5,000	3
• Loss of Earnings up to $500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

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

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

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B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs **(2)** and **(4)** with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to $250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This $250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is $2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, **4. Coverage Extensions** is amended by adding the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the $1,000 limit with a $2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

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

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

CITY OF SPOKANE
CODE ENFORCEMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
MY.SPOKANECITY.ORG

December 16, 2025

ORDER OF BUILDING OFFICIAL
CERTIFIED MAIL

TORMINO SASH INC
827 E FRANCIS AVE
SPOKANE WA 99207

TORMINO SASH & GLASS
2706 E MOUNT VERNON CT
SPOKANE WA 99223

JOHN TORMINO JR.
827 E FRANCIS AVE.
SPOKANE WA 99207

MARCO BARBANTI
2027 W CARLISLE AVE.
SPOKANE WA 99205

CITY OF SPOKANE

RE: BUILDING OFFICIAL'S SHOW CAUSE HEARING ON A SUBSTANDARD, UNFIT AND FIRE-DAMAGED COMMERCIAL BUILDING AT 101 AND 105 N MADELIA, SPOKANE, WASHINGTON 99202
PARCEL NO: 35163.3304 AND 35163.3305
LEGAL DESCRIPTION: SUB OF SEC 16 L7 B40 AND SUB OF SEC 16 L8 B40
E2500193BLDG

On Tuesday, December 2, 2025**,** a hearing was held before me as Building Official for the City of Spokane, regarding the substandard, unfit, abandoned and nuisance house and outbuildings at 101 and 105 N Madelia St., City of Spokane, County of Spokane, State of Washington. The hearing was held in accordance with Section 17F.070.440 of the Spokane Municipal Code.

At the hearing, evidence of ownership and condition of this property was presented by the Spokane Code Enforcement Department. After careful review and deliberation on the above I concluded as follows:

REPORT SUMMARY

At the hearing, Code Enforcement provided a summary of the recent history of the City's involvement at the property. Staff reported that a Summary Hearing was held on August 21, 2025, regarding the fire-damaged, substandard and unfit commercial building at 101 and 105 N Madelia, Spokane, WA. A fire occurred on August 20th, 2025. A Code Enforcement site inspection occurred on August 21, 2025, and communications with Spokane Fire Department personnel, the Fire Marshall, Building Official, and Code Enforcement staff occurred on this date as well. Jason Ruffing with Code Enforcement communicated with the property owner John Tormino and attorney Marco Barbanti regarding the property on multiple occasions on this date, and also communicated with a potential contractor regarding the needed partial demolition work due to unsafe conditions following the fire. Additional communications between Tormino, Barbanti, and Ruffing resulted in ownership verbally authorizing the city to

take summary action to partially demolish the remnants of the structure via a demolition contract, and to coordinate fencing the property, understanding that any costs incurred by the City in doing this emergency work would be placed as a property tax lien on the subject properties. The cost for the partial demolition was over $8,000. Since the summary hearing and partial demolition, Code Enforcement has stayed in communication with property ownership representatives, including an in-person meeting with attorney Marco Barbanti on November 6, 2025, and again on November 19, 2025. Due to no plan being prepared within the timeframe outlined in the summary order, and no substantial progress being made towards completion of the demolition, the fire damaged commercial building is scheduled for a hearing before the City Building Official to determine next steps.

Code Enforcement staff prepared and served the hearing notice in accordance with SMC guidelines. Certified and standard mail notices were sent to known contacts on November 11, 2025. A title notice was recorded on the property as a lis pendens on November 12th, 2025. The property was physically posted with a notice on November 13th.

Staff reported that Code Enforcement staff met with attorney Marco Barbanti, representing the Tormino family, on November 6th and 19th to discuss the property and plans for resolution. In weeks prior to this there was some communication between Barbanti and Ruffing regarding the status on the demolition plan, potential alternative asbestos abatement methods, etc. During the 2nd meeting, City Attorney Tim Szambelan was present as well. The building was not insured and there does not seem to be resources to cover the expected costs of the complete demolition. Code Enforcement, City Legal, and Barbanti discussed some potential options, which will likely be discussed further at this hearing.

Staff reported that on December 1, 2025, Code Enforcement staff conducted a site visit in preparation for the December 2nd hearing. The fence around the property remains secure and signage is in place. There is no change with the condition of the building, which is essentially a large pile of rubble in need of completion to the demolition and cleanup efforts that began under the summary order in August of 2025.

No property representatives attended the December 2, 2025 hearing or have provided substantive updates on the property since the hearing.

FINDINGS

In conclusion the building is found to be substandard as defined by Section 17F.070.400 of the Spokane Municipal Code, due to:

A. Structural defects: foundation, wall and roof framing. The building is severely fire-damaged resulting from a fire on August 20th and 21st, 2025. The structure was partially demolished under a summary order on August 22nd, 2025.
C. Unsanitary conditions: waste accumulation, health hazards. Findings: Fire debris and building materials are present throughout the property and the right of way.
D. Defective/inoperable plumbing. Findings: any plumbing systems present at the property are fire-damaged.
G. Inoperable or inadequate heating system. Findings: Power is off to the property due to the fire, and any heating systems have been damaged by fire.
H. Hazardous electrical conditions. Findings: the electrical system is fire-damaged and inoperable.
K. Fire damaged structure. Findings: the commercial building is completely fire-damaged, partially collapsed, with no reasonable option available for rehabilitation. As a result of a Building Official summary order following the fire, the building was partially demolished on August 22nd, 2025.
L. Defects increasing the hazards of fire, accident or other calamity. Findings: The building is now essentially a large pile of rubble due to the previous partial demolition. The site is fenced, however the site remains dangerous and an attractive nuisance, requiring resolution, full demolition and cleanup. All these defects increase the hazards of fire, accident or other calamity in the commercial building and surrounding right of way.

UNFIT SMC 17F.070.410
The building is also found to be unfit as defined in Section 17F.070.410 of the Spokane Municipal Code, due to:
• Quantity and extent of conditions

NUISANCE SMC 10.68.020
The building is also found to be a nuisance as defined as SMC 10.08A.020 of the Spokane Municipal Code, due to: SMC 10.68.020 H1fii5 - an abandoned or vacant building, structure or part thereof not securely closed to entry;

BUILDING OFFICIAL'S ORDER

1. **Order to Demolish all structures on site**: No evidence was presented to show cause for allowing the buildings to remain. The timeline included in the previous summary order to develop and provide a demolition plan has passed and nothing was submitted by responsible parties for the property. You are ordered to demolish all said structures on the site within **30 days from the date of this letter, or by January 16, 2026. Due to the safety-sensitivity and environmental concerns at the site, the Building Official is also directing City staff to begin the City's process towards demolition at the site immediately.** City standards are: Remove any foundation to grade elevation. Fill any hole to grade with suitable materials and remove all debris from the premises immediately after demolition. Commercial contractors must remove waste to the Northside Landfill. Minor demolition waste by private owners can be brought to the transfer stations at Sullivan Road or Colbert (Elk Chattaroy Road), or the Waste to Energy Plant at Geiger Boulevard. Asbestos waste is disposed of at Graham Road Recycling and Disposal Facility, call 244-0151 for details and costs. If the demolition is not completed per this order, the City will proceed with demolition at city expense. Such costs shall be assessed as a lien against the property.

2. Order to assess annual hearing process fee: The annual hearing processing fee of $2,000.00 is being assessed per authority of Spokane Municipal Code 8.02.067. This fee is assessed to the land owner where the substandard or unfit building is located for all costs and expenses incurred by the City in administration of and enforcement of this code. A new fee will be assessed at the beginning of each twelve month period that the building remains substandard, unfit or abandoned as determined by the Building Official. Up to five hundred dollars of the annual fee may be refunded if the property is repaired and removed from the building official process within one year from the first hearing. The building official or his designee is authorized to officially remove a property from the building official process and authorize the refund of a portion of the fee. This fee can be paid online using the following location. Payment is also accepted in person at City Hall, 808 W Spokane Falls Blvd., Spokane, WA, 99201. Please call 509-625-6300 for additional assistance. https://aca.spokanepermits.org/CitizenAccess/default.aspx

3. Order to assess property monitoring fee: The property monitoring fee of $300.00 is being assessed. The property has been found to contain nuisance conditions which need to be monitored for one year under SMC 17F.070.040. This fee can be paid online using the following location. Payment is also accepted in person at City Hall, 808 W Spokane Falls Blvd., Spokane, WA, 99201. Please call 509-625-6300 for additional assistance. https://aca.spokanepermits.org/CitizenAccess/default.aspx

4. **Order to keep secure:** You are hereby ordered to keep the building and entire premises secure when not undergoing rehabilitation or investigation. The property owner or their contractor may enter to make repairs.

5. **Do not occupy**: Order is in effect for the entire premises until substandard conditions have been alleviated.

6. **Further instructions:** Obtain permits where required prior to beginning such work and call for inspections. We will monitor your progress. This matter will be reviewed at a future date.

According to Spokane Municipal Code, Section 17F.040.190 (B), corrective action must be taken when any building is found as being used or maintained in a dangerous or unsafe condition. Failure to comply with the orders of the Building Official or their agent with the City of Spokane may result in the issuance of a civil infraction.

ASBESTOS An asbestos inspection is required, per State Law, before authorizing or allowing any construction, renovation, remodeling, maintenance, repair or demolition. The inspection results are required to be documented by written report, maintained on file and made available upon request to the Director, Washington State, Department of Labor and Industries (WAC 296-62-07721). For detailed information contact Spokane Regional Clean Air Agency at (509) 477-4727.

NOTICE OF RIGHT TO APPEAL

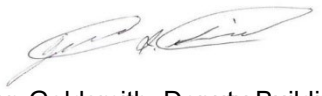
You have the right to appeal the decision of the Building Official to the City Hearing Examiner within 30 days from the date of this letter. Appeal forms are available by contacting the Development Services and Code Enforcement Department @ 625-6300. Pursuant to Spokane Municipal Code 08.02.087 an appeal fee of $ 250 must accompany a completed appeal form. THE DATE OF THE LAST DAY TO APPEAL IS JANUARY 15TH,

CITY OF SPOKANE

2026, AT 4:30 pm.

If you have any questions, please call Jason Ruffing at (509) 625-6529.

SO ORDERED



John Goldsmith, Deputy Building Official

CERTIFIED:

TORMINO SASH INC	9489 0178 9820 3040 1637 85
TORMINO SASH & GLASS	9489 0178 9820 3040 1637 92
JOHN TORMINO JR.	9489 0178 9820 3040 1638 08
MARCO BARBANTI	9489 0178 9820 3040 1638 15

Enclosure: Rehabilitation Plan

PC: J. Goldsmith, Deputy Building Official

Email:

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/9/2026		
Clerk's File #	OPR 2025-0417		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 6383	**Requisition #**	CR28484
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PENSER CONTRACT ONE (1) YEAR RENEWAL		

Agenda Wording

Contract Renewal through Penser a third-party administrator assisting in the handling of Workers Compensation claims.

Summary (Background)

In 2025, after the passing of one of our two in-house employees that oversaw and processed Workers' Compensation claims, the City made the decision to contract through a third-party administrator assistance in the handling of Workers Compensation claims as it cannot be handled adequately by one person State of WA Labor & Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries and that is not a skill set that is easily acquired through recruitment. Penser has successfully supported our sole Workers Compensation employee in the processing and adjudication of work-related injury and illness claims which has allowed us to remain self-insured. They have continued to expand the support provided and proven to be a valuable partner

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?

Workers Compensation is available to all employees that develop work related injuries or illnesses.

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

We continue to evaluate the services provided. Penser has been timely in claims processing, expanded the services provided and has recommended solutions that have a positive impact on our ability to provide timely payment of medical claims and compensation to injured employees within the guidelines as established by WA State Department of Labor and Industries.

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?

Supports our safety and workers compensation programs.

Council Subcommittee Review

The COI currently included in OnBase does not comply with contract requirements. We are working with the vendor to obtain a revised COI. An updated COI will be provided and in force prior to the effective date of this amendment.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 170,483
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 150,483	**#** 5810-78500-17610-54101-99999 (monthly
Expense	**$** 20,000	**#** 5810-78500-17610-54101-99999 (file transfer fee)
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes this is funded

Expense Occurrence	Recurring

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

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

Distribution List	
	ddaniels@spokanecity.org
mdean@spokanecity.org	kbustos@spokanecity.org
laga@spokanecity.org	aadam@spokanecity.org
jnechanicky@spokanecity.org	

City Clerk's No. OPR 2025-0417

CITY OF SPOKANE

CONTRACT AMENDMENT RENEWAL 1 of 3

Title: THIRD PARTY ADMINISTRATIVE SERVICES FOR WORKERS COMPENSATION

This Contract Amendment Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PENSER NORTH AMERICA, INC.**, whose address is P.O. Box 4047, West Richland, Washington 99353, 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 provided Third Party Administrative Services for Workers Compensation;

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated June 18, 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 DATE.
This Contract Amendment Renewal shall become effective on May 1, 2026, and shall end April 30, 2027.

3. AMENDMENT.
The original Contract is hereby amended as follows:

10. INSURANCE.
D. **Technology E&O/Cyber Insurance** with a combined single limit of not less than $3,000,000 each claim, incident, or occurrence.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS** (**$150,483.00**), plus an additional **TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00)** if the option to transfer all files is utilized, for a total of **ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS** (**$170,483.00**), plus sales tax, for everything furnished and done under this Contract Amendment 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.

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

PENSER NORTH AMERICA, INC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B – 2026-2027 Proposal
26-057a

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.

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

ATTACHMENT B

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	3/23/2026
Submitting Department	Human Resources-Workers Comp
Contact Name	Allison Adam
Contact Email & Phone	aadam@spokanecity.org 509-625-6383
Council Sponsor(s)	Betsy Wilkerson; Paul Dillon
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Penser Contract One (1) year renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2025, after the passing of one of our two in-house employees that oversaw and processed Workers' Compensation claims, the City made the decision to contract through a third-party administrator assistance in the handling of Workers Compensation claims as it cannot be handled adequately by one person State of WA Labor & Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries and that is not a skill set that is easily acquired through recruitment. Penser has successfully supported our sole Workers Compensation employee in the processing and adjudication of work-related injury and illness claims which has allowed us to remain self-insured. They have continued to expand the support provided and proven to be a valuable partner.

Fiscal Impact

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

Total Cost: $151,000

Current year cost:

Subsequent year(s) cost:

Narrative: City of Spokane is listed as an additional insured on the COI pursuant to Section E of the endorsement.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, this is funded by interfund admin fees and the removal of 1.0 FTE

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

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

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

What impacts would the proposal have on historically excluded communities? 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? Workers Compensation is available to all employees that develop work related injuries or illnesses.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We continue to evaluate the services provided. Penser has been timely in claims processing, expanded the services provided and has recommended solutions that have a positive impact on our ability to provide timely payment of medical claims and compensation to injured employees within the guidelines as established by WA State Department of Labor and Industries.
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? Supports our safety and workers compensation programs.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

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 Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th St. Ste 750 Bellevue WA 98004 License#: 13 PENSNOR-01	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-454-3386 **FAX (A/C, No):** 425-451-3716 **E-MAIL ADDRESS:**
INSURED Penser North America, Inc. 700 Sleater Kinney Rd. SE Ste B170 Lacey WA 98503	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Western World Insurance Company / 13196 **INSURER B :** Employers Preferred Insurance Company / 10346 **INSURER C :** Ohio Security Insurance Company / 24082 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 741899911 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	NPP6180683	2/9/2026	2/9/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	XGL8022019	2/9/2026	2/9/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS67233090	12/27/2025	12/27/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	GA/NV/NY/AK $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Workers Compensation and Employers Liability			EIG603757000	7/1/2025	7/1/2026	Per Statute Employer Liability	CA/CT/FL/GA/TN/AK 1,000,000

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

CERTIFICATE HOLDER

City of Spokane
Attn: Cory Kittrell
808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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License Information:

New search Back to results

Entity name: PENSER NORTH AMERICA, INC.

Business name: PENSER NORTH AMERICA, INC.

Entity type: Profit Corporation

UBI #: 602-250-907

Business ID: 001

Location ID: 0002

Location: Active

Location address:
1802 TERMINAL DR
RICHLAND WA 99354-4923

Mailing address:
700 SLEATER KINNEY RD SE
STE B 170
LACEY WA 98503

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
Richland Service Business	F05			Active	Nov-30-2026	Oct-26-2011
Spokane General Business - Non-Resident				Active	Nov-30-2026	Mar-31-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
STEPHENS, PETE	

Registered Trade Names

Registered trade names	Status	First issued
PENSER NORTHAMERICA, INC.	Active	Apr-16-2009

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/18/2026 4:32:55 PM

Contact us

How are we doing?
Take our survey!

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

2026/2027 Contract Extension Proposed Pricing

$150,483 – Annual Ongoing Claim Administration Fee

- ***Billed on a monthly basis at $12,540.25 per month***

Ongoing Administration Services include:

- ***Claim management services: self-insured claims (proposal of services can be provided)***
- ***Client services***
- ***Quarterly and annual report filing assistance***
- ***E-mail access***
- ***Monthly loss reports***
- ***Annual report***

Signature: _____

Name & Title: Dan Greco, VP Client Services

Date: 3/20/2026

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/10/2026
Clerk's File #	OPR 2026-0289
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	HOLLIS STAAL 509-625-6854
Contact E-Mail	HSTAAL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	ZZAPPONE SDIXIT
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 4911 S FREYA ST.

Agenda Wording

Conditional Multifamily Tax Exemption contract with 5111 S Freya LLC, for the property located at 4911 S Freya St., to create 29 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that The Timberline Phase 2 application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 29 residential units on the property at 4911 S Freya St., within the Southgate neighborhood (District 2). The property is zoned R1, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multi-Family Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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 Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

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

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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erabdsadmin@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0289

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 5111 S Freya LLC, as "Owner/Taxpayer" whose business address is 5111 S FREYA ST., SPOKANE, WA, 99223.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

03 24 43 S310FT OF N322FT OF W400FT OF GOV L10& N322FT OF GOV L11 LYG ELY OF R/W LN OF FREYA RD NO.60 EXC PLATTED PTN.

Assessor's Parcel Number(s) 34031.9012, commonly known as 4911 S Freya St.

WHEREAS, this property is located in the Affordable Housing Emphasis Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a) The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **29** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Attest:

_____
City Clerk

5111 S Freya LLC/Josh Cochran

_____

_____

Owner/Taxpayer

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	2/3/2026		
Clerk's File #	OPR 2026-0290		
Cross Ref #			
Project #	2025042		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - 2026 STREET MAINTENANCE CURB RAMPS 2025042		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2026 Street Maintenance Curb Ramps - $__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

Summary (Background)

This is the annual curb ramp project associated with the street department grind and overlay project. The street dept does not have concrete crews capable of performing this amount of work so the ADA required curb ramps are contracted out. The locations are dictated by the street department grind and overlay projects. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 800,000.00 (est.)
Current Year Cost	**$** 800,000.00
Subsequent Year(s) Cost	**$**

Narrative

N/A

Amount		**Budget Account**
Expense	**$** 0	**#** 3200 49828 42300 54201 86179
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	2/3/2026		
Clerk's File #	OPR 2026-0291		
Cross Ref #			
Project #	2023123		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - GREENE-FREYA-HAVANA BRIDGES DECK MAINTENANCE		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Greene-Freya-Havana Bridges Deck Maintenance - $__. An administrative reserve of 10% of the contract will be set aside.(Chief Garry Park and East Central Neighborhood Councils)

Summary (Background)

This federally funded project repairs the decks of four bridges. This project is planned for this summer and will result in significant traffic impacts due to the need to close traffic in one direction to provide room for workers and equipment. This is similar to how the Maple St. bridge deck was repaired in 2024. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 3,500,000 (est.)
Current Year Cost	$ 3,500,000
Subsequent Year(s) Cost	$ 0

Narrative

This federally funded project repairs the decks of four bridges.

Amount		Budget Account
Expense	$ 0	# 3200 95164 95300 56501 86140
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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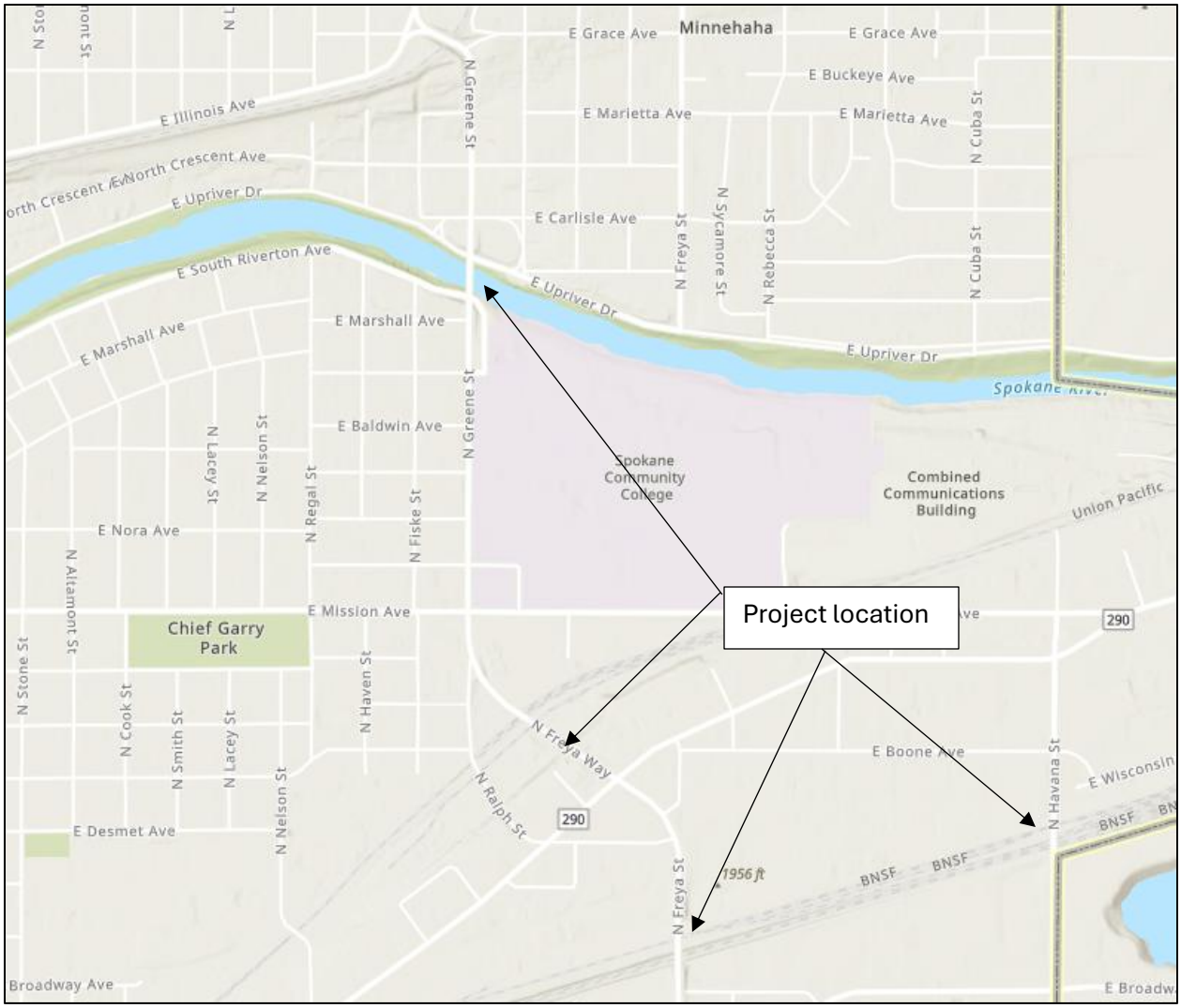
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	


Minnehaha
E Grace Ave
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E Illinois Ave
E Marietta Ave
E Marietta Ave
N Greene St
N Cuba St
North Crescent Ave
E Upriver Dr
E Carlisle Ave
N Freya St
N Sycamore St
N Rebecca St
N Cuba St
E South Riverton Ave
E Upriver Dr
E Marshall Ave
E Marshall Ave
E Upriver Dr
Spokane River
E Baldwin Ave
N Greene St
N Lacey St
N Nelson St
N Regal St
N Fiske St
Spokane Community College
Combined Communications Building
Union Pacific
E Nora Ave
N Altamont St
Project location
E Mission Ave
290
Chief Garry Park
N Stone St
N Cook St
N Smith St
N Lacey St
N Haven St
N Freya Way
E Boone Ave
N Havana St
E Wisconsin
N Ralph St
290
BNSF
BNSF
E Desmet Ave
N Nelson St
1956 ft
N Freya St
BNSF
Broadway Ave
E Broadw

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/11/2026		
Clerk's File #	OPR 2023-0470		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	CR28471
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE		

Agenda Wording

Contract renewal with Journal Technologies for eSeries Annual Software Maintenance & Support from March 8, 2026 - March 7, 2027. Contract cost is $164,696.40 plus applicable tax.

Summary (Background)

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized vendor to provide maintenance services on the eSeries software system. This year's cost is $164,696.40 plus applicable tax.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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 – annual software maintenance

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

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Journal Technologies, INC.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $164,696.40
Current Year Cost	**$** $164,696.40
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 179,683.77	**#** 5300-73300-18850-54820-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

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

Distribution List

1st - Danny Hemnani; dhemnani@journaltech.com	2nd - Brian Cardile; bcardile@journaltech.com
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IT - itadmin@spokanecity.org	Tax & Licenses

City Clerk's No. OPR 2023-0470

City of Spokane

CONTRACT RENEWAL
3 of 4

Title: eSERIES CASE MANAGEMENT SYSTEM LICENSING, SUPPORT AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.,** whose address is 843 South 100 West, Logan, Utah 84321, 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 eSERIES Case Management System Licensing, Support and Maintenance; and,

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

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

1. CONTRACT DOCUMENTS.
The original Contract, dated May 15, 2023 and May 26, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on March 8, 2026 and shall run through March 7, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX AND 40/100** (**$164,696.40**), plus tax, in accordance with Quote dated March 5, 2026, 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.

JOURNAL TECHNOLOGIES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment
Quote dated March 5, 2026

26-056a

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

March 5, 2026

Peggy Lund
Supervisor Information Systems Analyst
City of Spokane Municipal Court

Delivered via email to klund@spokanecity.org

RE: Price Quote for Annual eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance, & Support

Dear Peggy Lund,

Journal Technologies would like to take this opportunity to present you with a price quote for eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance and Support Fees for March 8, 2026, through March 7, 2027.

For eCourt:

License Maint. and Support Fee	Users	Rate	CPI	Total $
Tier 1	65	1,040.99	1.03	69,694.28
		Tax @ 9.10%		6,342.18
				76,036.46

For eProsecutor, eDefender, and eProbation:

License Maint. and Support Fee	Users	Rate	CPI	Total $
Tier 1	50	1,113.95	1.03	57,368.43
Tier 2	41	891.16	1.03	37,633.69
				95,002.11
		Tax @ 9.10%		8,645.19
				103,647.30

Thank you and we appreciate your continued partnership with JTI.

Sincerely,

Angelino Lim,
Associate Contracts Manager
Journal Technologies, Inc.

License Information:

New search Back to results

Entity name: JOURNAL TECHNOLOGIES, INC.

Business name: JOURNAL TECHNOLOGIES, INC.

Entity type: Profit Corporation

UBI #: 602-789-541

Business ID: 001

Location ID: 0001

Location: Active

Location address:
915 E 1ST ST
LOS ANGELES CA 90012-4050

Mailing address:
915 E 1ST ST
LOS ANGELES CA 90012-4050

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Federal Way General Business - Non-Resident	16-101615-00-BL			Active	Dec-31-2026	Apr-04-2016

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T11052911BUS			Active	Dec-31-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JOURNAL TECHNOLOGIES, INC.	
NAKAMURA, ERIK	

Registered Trade Names

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/5/2026 10:00:30 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): 12/31/2025

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
IMA, Inc.
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.imacorp.com 0H64724

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 **FAX (A/C, No):** (626) 583-2117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E : Lloyd's of London	15792
INSURER F : Canopius US Insurance, Inc.	12961

INSURED
Journal Technologies, Inc.
Daily Journal Corporation
915 E. First Street
Los Angeles CA 90012

COVERAGES **CERTIFICATE NUMBER:** 88667902 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY**			72UUNBL0D68	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	Deductible $0						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	**AUTOMOBILE LIABILITY**			72UENCM4716	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
				NO OWNED AUTOS				$
A	**UMBRELLA LIAB** ☐ OCCUR			72XHUBL0DT5	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ☐ RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			72WEBL0D60	1/1/2026	1/1/2027	☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Tech E&O/Cyber - Primary			ESO0140628997	1/1/2026	1/1/2027	Limit: $5M Per Claim / $5M Aggregate	
E	Tech E&O/Cyber - Primary			ESO0140628997	1/1/2026	1/1/2027	Deductible $50,000	
F	Tech E&O/Cyber - Excess			CYT2025027301	1/1/2026	1/1/2027	Limit: $5M Per Claim / $5M Aggregate	
A	Crime - Employee Theft			72UUNBL0D68	1/1/2026	1/1/2027	Limit $150,000	

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

GL Additional Insured applies per HG00010916 attached, only if required by written contract/agreement.
Additional Insured(s): City of Spokane.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd, 7th Floor,
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
Ron Wanglin

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

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

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

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

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

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

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

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

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

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

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

d. Architects, Engineers Or Surveyors

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

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

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

e. Permits Issued By State Or Political Subdivisions

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

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

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

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

f. Any Other Party

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

(1) In the performance of your ongoing operations;

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

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

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

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

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, 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 any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

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

a. Insureds;

b. Claims made or "suits" brought; or

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

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/12/2026		
Clerk's File #	OPR 2026-0302		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	DES 05116
Contact Name/Phone	PEGGY LUND X6954	**Requisition #**	CR28474
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CARAHSOFT – SALESFORCE LICENSES & ANNUAL SUPPORT		

Agenda Wording

Contract with Carahsoft Inc. for Salesforce licenses and support for the City's 311 CRM system using Contract 05116 NASPO Contract #AR2472. Contract term is from 5/1/2026 to 4/30/2027. Contract amount is $160,841.51 plus tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the SalesForce licensing in support of the City's Customer Relationship Management (CRM). SalesForce was selected and implemented in 2019.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software maintenance

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 – annual software maintenance

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

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with CARAHSOFT, Inc.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 160,841.51
Current Year Cost	**$** 160,841.51
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 175,478.09	**#** 5300-73300-18850-54820-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
Kristian Gaddis; Kristian.gaddis@carahsoft.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Purchasing - karcher@spokanecity.org

City Clerk's No. OPR 2026-0302

City of Spokane

CONTRACT

Title: PURCHASE AND CONTRACT FOR ANNUAL SUPPORT OF SALESFORCE CRM LICENSES

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARAHSOFT TECHNOLOGY CORPORATION** whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City, in accordance with Company's Quote No. 61879820 dated February 6, 2026, attached as Exhibit B. Company has been selected through Contract 05116 NASPO Contract #AR2472. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall become effective on May 1, 2026 and shall end April 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed four (4) additional one-year (1) contract periods.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED FORTY-ONE AND 51/100 DOLLARS ($160,841.51)**, plus tax if applicable, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Information Technology Division, Itadmin@spokanecity.org, Attn: Stephen Williams. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

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

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

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

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

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

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

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

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

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

D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least $5,000,000 per claim and in the 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

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

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

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

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

19. DATA BREACH NOTIFICATION..The Vendor shall notify the City **without unreasonable delay, and in no event later than forty-eight (48) hours** after becoming aware of any actual or reasonably suspected security incident or data breach that compromises, or may compromise, the confidentiality, integrity, or availability of City data or systems.

Such notice shall include, to the extent known at the time: the nature of the incident, the data or systems affected, and the corrective actions taken or planned. The Vendor shall cooperate fully with the City in responding to and mitigating the incident.

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

CARAHSOFT TECHNOLOGY CORPORATION	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quote 61879820

26-063

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO:
IT Admin
City Of Spokane-Purchasing
City Of Spokane
808 W Spokane Falls Blvd
7th floor - City Hall
Spokane, WA 99201 USA

EMAIL: itadmin@spokanecity.org

PHONE: (509) 625-6400

FROM:
Jason Joseph
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Jason.Joseph@carahsoft.com

PHONE: (571) 590-7937

TERMS:
Contract Number: 05116
NASPO Master Contract Number: AR2472
Contract Term: 07/17/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	61879820
QUOTE DATE:	02/06/2026
QUOTE EXPIRES:	04/25/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$160,841.51
WA Tax	$14,636.58
TOTAL QUOTE:	$175,478.09

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		SALESFORCE					
1	200012637-AR2472	Service Cloud - Enterprise Edition Start Date: 05/01/2026 End Date: 04/30/2027		$1,976.47	COOP	55	$108,705.85
2	200005833	Customer Community - Enterprise Edition - Logins (Per Month) Start Date: 05/01/2026 End Date: 04/30/2027		$11.6306	COOP	3,003	$34,926.69
3	200000008-AR2472	Knowledge Start Date: 05/01/2026 End Date: 04/30/2027		$847.06	COOP	2	$1,694.12
4	200000147-AR2472	Heroku - 1 Dyno Unit (Per Month) Start Date: 05/01/2026 End Date: 04/30/2027		$282.35	COOP	5	$1,411.75
5	200005838-AR2472	Customer Community Plus - Enterprise Edition - Members Start Date: 05/01/2026 End Date: 04/30/2027		$169.41	COOP	2	$338.82
6	200005046-AR2472	Data Storage (10GB) Start Date: 05/01/2026 End Date: 10/31/2026		$5,647.06	COOP	1	$5,647.06
		SALESFORCE SUBTOTAL:					$152,724.29
		OWN					
7	200002085-491	Salesforce Archive - Data (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		$112.94	COOP	20	$2,258.80
8	200002086-491	Salesforce Archive - Files (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		$11.29	COOP	100	$1,129.00
9	200002087-491	Salesforce Backup & Recover - Data (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		$112.94	COOP	22	$2,484.68
10	200002088-491	Salesforce Backup & Recover - Files (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		$11.29	COOP	129	$1,456.41

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
11	200004812-491	Premier Support - Backup & Recover, Archive Console, Discover 20% of Net Price - Annual. The published $0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 20.0% of the Start Date: 05/01/2026 End Date: 04/30/2027		$788.33	COOP	1	$788.33
		OWN SUBTOTAL:					$8,117.22
		SUBTOTAL:					$160,841.51
			TOTAL PRICE:				**$160,841.51**
			WA Tax				**$14,636.58**
			TOTAL QUOTE:				**$175,478.09**

QUOTE DATE: 02/06/2026
QUOTE NO: 61879820

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

****ATTENTION: PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****
- Net 30 Terms
- ESD (electronic delivery)
- Quote # 61879820
- Contract Vehicle # NASPO Cloud Solutions- WA : 05116

Usage Details: (5/1/26-4/30/27)

Salesforce Archive Data (GB) | QTY: 20 | Overage Rate: $9.4118
Data Services Credits (GB) | QTY: 100 | Overage rate: $.9412

---Quote Special Terms---

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 9% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

---Product Special Terms---

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.

NOTICE - Usage Billing
Usage fees are billable in accordance with the Usage Details Table for each Usage Type.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

The products and services listed herein are offered as a bundled solution. Customer must order all items as quoted; partial acceptance or selective ordering is not authorized.

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at http://www.carah.io/SalesforceTOU and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: http://carah.io/Product-Terms-Directory
Help & Training: http://carah.io/Help
Government Cloud Plus: http://www.carahsoft.com/government-cloud-terms

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 1751 Pinnacle Drive, Suite 1800 McLean VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-274-0268 **FAX (A/C, No):** **E-MAIL ADDRESS:** macertificates@marshmma.com
INSURED CARAHTECHN Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Cincinnati Insurance Company — 10677 **INSURER B :** Endurance Assurance Corporation — 11551 **INSURER C :** National Union Fire Ins Co PittsburghPA — 19445 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 633748215 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y		ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B C	Tech Prof & Cyber Liab Crime			NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	$10,000,000 $5,000,000 Limit	Limit $50,000 Ded

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

City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

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

Susan Davis

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CARAHSOFT TECHNOLOGY CORPORATION

Business name: CARAHSOFT CORPORATION

Entity type: Profit Corporation

UBI #: 603-053-226

Business ID: 001

Location ID: 0002

Location: Active

Location address:
113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129

Mailing address:
11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Oct-31-2026	Jun-26-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ABOD, CRAIG	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 11/13/2025 9:20:48 AM

Contact us

How are we doing?
Take our survey!

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

Washington State Department of Labor & Industries (https://lni.wa.gov/)

Contractors

CARAHSOFT TECHNOLOGY CORPORATI

Owner or tradesperson CRAIG ABOD
Doing business as
CARAHSOFT CORPORATION

WA UBI No.
603 053 226

STE 100 11493 SUNSET HILLS RD
RESTON, VA 20190

Governing persons
CRAIG

ABOD
ELLEN LORD;
ROBERT MOORE;
JILLIAN SZCZEPANEK;

Certifications & Endorsements

OMWBE Certifications
No active certifications exist for this business.

Apprentice Training Agent
No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
666,164-00

Account is current.

Doing business as
CARAHSOFT CORPORATION

Estimated workers reported
Quarter 4 of Year 2025 "31 to 50 Workers"

Workers' Comp Account Contact
T2 / DAVID SOKOL (360) 902-4831 - Email: SOKO235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019
Needs to complete training.

Contractor Strikes
No strikes have been issued against this contractor.

Can this contractor bid on Public Works projects?
No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/12/2026		
Clerk's File #	OPR 2026-0303		
Cross Ref #	OPR 2023-0650		
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	DAN WORDELL X6456	**Requisition #**	CR28475
Contact E-Mail	DWORDELL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOGRHYTHM ANNUAL MAINTENANCE		

Agenda Wording

5-year Contract with NDM Technologies for LogRhythm annual maintenance. Contract term is from 6/1/2026 to 5/31/2031. Annual Contract amount is $30,594.75/yr plus tax, total contract cost $152,973.73.

Summary (Background)

5 Year Renewal of LogRhythm Standard Maintenance and Support Services, the 5 year contract will lock in the quote that is a 3.99% increase over last years price, avoiding potentially larger increases doing annual renewals.

What impacts would the proposal have on historically excluded communities?

NA – Software maintenance

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 – Software maintenance

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

NA – Software maintenance

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 – Software maintenance

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 166,894.34
Current Year Cost	$ 166,894.34
Subsequent Year(s) Cost	$

Narrative

The full contract amount will be due upon execution. The amounts pertaining to future years will be expensed manually each year.

Amount		Budget Account
Expense	$ 16,689.43	# 5300-73150-18850-54820-99999
Expense	$ 150,204.91	# 5300-99999-99999-14370-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	N/A
Funding Source Type	Program Revenue

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

Expense Occurrence	N/A

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

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

Distribution List

Robert Blomgren; rblomgren@ndm.net	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Purchasing - karcher@spokanecity.org

City Clerk's No. OPR 2026-0303

CITY OF SPOKANE

CONTRACT

Title: LOGRHYTHM ANNUAL MAINTENANCE AND SUPPORT

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NDM TECHNOLOGIES**, whose address is 802 North Fancher Road, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the Company was selected from a Request for Quotes by the City.

The parties agree as follows:

1. PERFORMANCE. The Company shall provide LogRhythm Annual Maintenance and Support**,** in accordance with Company Quote Number 029004, attached as Attachment B and made part of this agreement. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERM. The Contract shall begin June 1, 2026 and shall run through May 31, 2031, unless terminated sooner.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED SEVENTY-THREE AND 73/100 DOLLARS ($152,973.73)**, and applicable taxes, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Information Technology Division, Itadmin@spokanecity.org, Attn: Stephen Williams. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

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

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

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

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

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

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

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

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

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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW

Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

NDM TECHNOLOGIES	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certificate Regarding Debarment
Attachment B – Company Quote Number 029004

26-061

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.

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

ATTACHMENT B

We have prepared a quote for you

LogRhythm Renewal - 5 Year

Quote # 029004
Version 1

Prepared for:

City of Spokane

Dan Wordell
dwordell@spokanecity.org

12303 Airport Way #105 Suite 1630
Broomfield, CO 80021
www.procern.com
(833) 776-2376

Quote Summary

Description	Amount
Renewal	$152,973.73

Total: **$152,973.73**

Renewal

Description	Price	Qty	Ext. Price
5 Year Renewal of Standard Maintenance and Support Services for software portion of appliance converted to ULP Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: XM6431 - SW Only	$105,485.20	1	$105,485.20
5 Year Renewal of Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: LR-SMP-1-49 (11) LR-SML-1-99 (4)	$6,132.84	1	$6,132.84
5 Year Renewal of Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: LR-ULP-APL-XM6500 (1) LR-ACC-HA-PMXM-P (1)	$41,355.69	1	$41,355.69

Subtotal: **$152,973.73**

12303 Airport Way #105 Suite 1630
Broomfield, CO 80021
www.procern.com
(833) 776-2376

LogRhythm Renewal - 5 Year

Prepared by:

ProCern Technology Solutions
Robert Blomgren
888-864-1641 X:227
Fax 888-833-9443
robert.blomgren@procern.com

Prepared for:

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201
Dan Wordell
dwordell@spokanecity.org
(509) 842-2835

Quote Information:

Quote #: 029004
Version: 1
Delivery Date: 03/18/2026
Expiration Date: 05/29/2026

Purchase Order Option:

PO Number: _____

Email: _____

Name: _____

Phone: _____

Non-Purchase Order Option:
Customer (signing authority): PLEASE INITIAL HERE _____ to indicate that this Order can be invoiced from this Sales Order Form and a PO is not required.

NDM Technologies can accept this form as binding commitment to pay for NDM Services and/or products in accordance with the Agreement (s). Billing details are as follows:

Signing Authority Information:

Email: _____

Name: _____

Phone: _____

This Quote is valid for 30 days unless otherwise noted. Taxes, shipping, handling and other fees may apply. The Customer is responsible to pay for all state and local taxes that apply to this sale. Any/all opened products may not be eligible for return. Returns may require additional fees. Services are not included unless otherwise described as services in this quote.

Payment in full due in 30 days.

_____ _____
Signature Date

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: NETWORK DESIGN & MANAGEMENT, LLC

Business name: PROCERN TECHNOLOGY SOLUTIONS, LLC

Entity type: Limited Liability Company

UBI #: 601-839-130

Business ID: 001

Location ID: 0002

Location: Active

Location address:
601 W. RIVERSIDE AVE
STE 1630
SPOKANE WA 99201-1601

Mailing address:
601 W. RIVERSIDE AVE
STE 1630
SPOKANE WA 99201-1601

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12029400BL			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	01823			Active	Dec-31-2026	Mar-04-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WAFFORD, CHRISTINA	

Registered Trade Names

Registered trade names	Status	First issued
NDM TECHNOLOGIES	Active	Sep-25-2012
PROCERN TECHNOLOGY SOLUTIONS, INC	Active	Jun-16-2025

The Business Lookup information is updated nightly. Search date and time: 2/18/2026 11:26:12 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): 1/6/2026

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 CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 303-996-7800 **FAX (A/C, No):** 303-757-7719 **E-MAIL ADDRESS:**
INSURED ITINFRA-01 IT Infrastructure Holdings, LLC dba ProCern Technology Solutions, Inc. 12303 Airport Way Ste 105 Broomfield CO 80021-2797	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Travelers Companies **INSURER B :** Miscellaneous **INSURER C :** Indian Harbor Insurance 36940 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1436377597 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			ZLP-16R25550	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-C3020654	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-C308443A	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B C	Cyber Liability Cyber Liability Excess			CELP0016768407214-00 MTE904986200	12/31/2025 12/31/2025	12/31/2026 12/31/2026	Limit Limit	5,000,000 5,000,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/10/2026		
Clerk's File #	ORD C36856		
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT	**Bid #**	
Contact Name/Phone	JASON 6529	**Requisition #**	
Contact E-Mail	JRUFFING@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO - CODE ENFORCEMENT EMERGENCY DEMOLITION		

Agenda Wording

Emergency demolition due to fire damage, by order of the building official.

Summary (Background)

Emergency demolition due to fire damage, by order of the building official.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 355,808.00
Current Year Cost	$ 355,808.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ 355,808.00	# 4700-58100-24600-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS	MANAGEMENT &	MILLER, JACOB
Division Director	GARCIA, LUIS		
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	jruffing@spokanecity.org
lgarcia@spokanecity.org	akiehn@spokanecity.org
dgmurphy@spokanecity.org	tpalmquist@spokanecity.org

ORDINANCE NO C36856

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO PERFORM AN EMERGENCY DEMOLITION OF A BUILDING DUE TO FIRE DAMAGE, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $355,808.
A) Of the increased appropriation, $355,808 is provided solely for contractual services in the Code Enforcement program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from an emergency demolition of a building due to fire damage, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/17/2026		
Clerk's File #	ORD C36857		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	STEPHEN 625-6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PSAP OPERATIONS MANAGER FTE & REVENUE		

Agenda Wording

To implement the Public Safety Answering Point (PSAP) system in a timely manner, an Operations Manager position is needed.

Summary (Background)

This position is being funded by the apportionment of Spokane County's 911 excise tax which will be received on a quarterly basis according to the interlocal agreement (ILA) the City of Spokane has with Spokane County and Spokane Regional Emergency Communications (SREC).

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 115,300
Current Year Cost	$ 115,300
Subsequent Year(s) Cost	$

Narrative

For the foreseeable future, the Operations Manager position will be funded by the City of Spokane's revenue apportionment, as agreed upon with Spokane County and SREC.

Amount		Budget Account
Revenue	$ (1,390,000)	# 1510-37400-99999-33772-99999
Expense	$ 115,300	# 1510-37400-28200-5xxxx-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

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

Yes, we will receive this revenue as long as the ILA with the County and SREC is active.

Expense Occurrence	Recurring

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

(FTE related?) Yes – add one FTE.

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jmiller@spokanecity.org	jstratton@spokanecity.org

ORDINANCE NO C36857

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO BUDGET FOR THE CITY’S REVENUE APPORTIONMENT AND AUTHORIZE ONE ADDITIONAL OPERATIONS MANAGER POSITION FOR THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Add 1 non-classified Spokane United 911 Network Operations Manager (from 0 to 1) in the Spokane United 911 Network department.

2) Increase revenue by $1,390,000
A) Of the increased revenue, $1,390,000 is provided by Spokane County for the City’s apportionment of the County’s 911 Excise Tax.

3) Increase appropriation by $115,300
A) Of the increased appropriation, $115,300 is provided solely for salary and benefits.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from needing to budget for the City’s revenue apportionment and authorize one additional Operations Manager position for Spokane United 911 Network, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 03/23/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	3/17/2026
		Clerk's File #	ORD C36858
		Cross Ref #	OPR 2026-0284
Council Meeting Date: 04/13/2026		**Project #**	
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	COLE WICKER 625 6822	**Requisition #**	
Contact E-Mail	WWICKER@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – EMERGENCY STREETS GRANT		

Agenda Wording

The Traffic and Sustainability Division has received a new grant to support an Emergency Streets program.

Summary (Background)

This funding is supported by one-time non-recurring funds from the Washington Traffic Safety Commission. As federal passthrough funds, they must be used before the next mid-biennium modification period. The Grants Office will manage this grant.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 136,857
Current Year Cost	$ 136,857
Subsequent Year(s) Cost	$

Narrative

No positions will be added for this grant. Existing personnel will bill time to the grant.

Amount		Budget Account
Revenue	$ (136,857)	# 1330-95667-99999-33435-73611
Expense	$ 84,565	# 1330-95667-43411-51991-99999
Expense	$ 12,442	# 1330-95667-43411-54992-99999
Expense	$ 34,000	# 1330-95667-43411-54101-99999
Expense	$ 5,850	# 1330-95667-43411-54404-99999
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, it is not recurring.

Expense Occurrence	One-Time

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

Other budget impacts: (FTE related?) Program allocated $136,855.71. $84,564.28 allocated to staff time. This will cover partial time for exisiting staff members allocated across the project

Approvals		Additional Approvals	
Dept Head	DUFFEY, ANDREW	**MANAGEMENT &**	MILLER, JACOB
Division Director	STRATTON, JESSICA	**ACCOUNTING -**	DUFFEY, ANDREW
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

wwicker@spokanecity.org	sbrown@spokanecity.org
jstratton@spokanecity,org	

ORDINANCE NO C36858

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT AN EMERGENCY STREETS GRANT FROM WASHINGTON TRAFFIC SAFETY COMMISSION, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $136,857.
A) Of the increased revenue, $136,857 is provided solely from the Washington Traffic Safety Commission.

2) Increase appropriation by 136,857.
A) Of the increased appropriation, $84,565 is provided solely for contra salaries.
B) Of the increased appropriation, $12,442 is provided solely for contra other supplies and services.
C) Of the increased appropriation, $34,000 is provided solely for professional services.
D) Of the increased appropriation, $5,850 is provided solely for operational travel.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising to accept an Emergency Streets grant from Washington Traffic Safety Commission, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/17/2026		
Clerk's File #	ORD C36859		
Cross Ref #	OPR 2026-0285		
Project #			
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	JERRALL 625.6729	**Requisition #**	
Contact E-Mail	JHAYNES@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - PARTICIPATORY BUDGETING GRANT		

Agenda Wording

Washington State Department of Commerce Grant has awarded the City of Spokane with a Participatory Budgeting grant. The City of Spokane intends to implement a community participatory budgeting (PB) process focused on engaging residents in identifying and selecting projects that will benefit their neighborhoods.

Summary (Background)

The Department of Commerce Participatory grant acceptance requires the creation of two project employee positions out of the Office of the Mayor. The first is the Project Manager Position and the second is the Outreach Coordinator position. The budget for their expenses is being created but is being offset completely by negative contra salary and contra benefit budget lines. This is effectively a $0 net increase to the Office of the Mayor (General Fund) budget and will mirror how the costs of these employees are passed to the grant in Fund 1330.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 650,000
Current Year Cost	$ 650,000
Subsequent Year(s) Cost	$

Narrative

Two Project Employees will be added to the Office of the Mayor in the General Fund. All of their costs will be applied to this grant, meaning this is not expected to have a financial impact on the General Fund.

Amount		Budget Account
Revenue	$ (650,000)	# 1330-95668-99999-33442-99999
Expense	$ 650,000	# 1330-95668-58900-Various-99999
Expense	$ 0	# 0520-36200-13100-Various-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this grant is non-recurring.

Expense Occurrence	One-Time

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

(FTE related?) The project employees will be hired for the term of the grant award and will be terminated at the conclusion of the grant's funding.

Approvals		Additional Approvals	
Dept Head	DUFFEY, ANDREW	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA	ACCOUNTING -	DUFFEY, ANDREW
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

cstanton@spokanecity.org	sbrown@spokanecity.org
jstratton@spokanecity,org	

ORDINANCE NO C36859

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A PARTICIPATORY BUDGETING GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $650,000
A) Of the increased revenue, $650,000 is provided solely from the Washington State Department of Commerce.

2) Increase appropriation by $650,000.
A) Of the increased appropriation, $221,490 is provided solely for contra salaries and contra benefits.
B) Of the increased appropriation, $15,000 is provided solely for contra other supplies and services.
C) Of the increased appropriation, $413,510 is provided solely for contractual services.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $221,490.
A) Of the increased appropriation, $221,490 is provided solely for project employee wages and benefits in the Office of the Mayor.

2) Decrease appropriation by $221,490.
A) Of the decreased appropriation, $221,490 is provided solely for contra salaries and contra benefits in the Office of the Mayor.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept a Participatory Budgeting grant from the Washington State Department of Commerce, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/18/2026		
Clerk's File #	ORD C36860		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 625-6383	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO Q1 2026 HR RANGE CHANGES		

Agenda Wording

Q1 2026 classification additions and updates to titles and/or pay range changes due to salary analysis.

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed in the attached Council Briefing Paper. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

Ensure compensation equity

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

N/A

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

N/A

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

Ensure compensation equity

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 67,254 - 162,279
Current Year Cost	$ 43,974 - 106,106
Subsequent Year(s) Cost	$ Indeterminable

Narrative

Total Cost: General Fund: $1,733 - $1,984. However, for SPNs without a former range, indeterminable Current Year: General Fund: $1,133 - $1,297. However, for SPNs without a former range, indeterminable

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

Funding Source	One-Time
Funding Source Type	Reserves

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

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance. See Council Briefing Paper for Operational Impacts

Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	MANAGEMENT &	MILLER, JACOB
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
ckittrell@spokanecity.org	

Council Briefing Paper
Finance & Administration Committee

Committee Date	March 23rd, 2026
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org; 625-6383
Council Sponsor(s)	Council President Wilkerson and Council Member Dillon
Select Agenda Item Type	☒Discussion Time Requested: 10 min
Agenda Item Name	Special Budget Ordinance – Quarter 1 2026 HR Range Change
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
M&P-B	121	Risk Management Analyst	---	A02-42	---	$74,938.32-$106,362.72
M&P-B	092	Equity and Inclusion Specialist	---	A02-38	---	$68,047.92-$96,361.20
Department Director Request						
L270	210	Wastewater Inspector	A05-35	A05-38	$54,601.20-$85,127.76	$56,960.64-$91,162.08
L270	662	Water Hydroelectric Plant Operator	A05-36	A05-38	$55,582.56-$86,819.04	$56,960.64-$91,162.08
L270	662C	Certified Water Hydroelectric Plant Operator	A05-38	A05-40	$56,960.64-$91,162.08	$58,818.96-$96,904.08
L270	664	Water Hydroelectric Plant Mechanic	A05-36	A05-38	$55,582.56-$86,819.04	$56,960.64-$91,162.08
L270	664C	Certified Water Hydroelectric Plant Mechanic	A05-38	A05-40	$56,960.64-$91,162.08	$58,818.96-$96,904.08
M&P-B	072	Grants Supervisor	---	A02-48	---	$86,860.80-$124,006.32
M&P-B	073	Grants Writer	---	A02-36	---	$64,957.68-$91,684.08

M&P-B	112	Grants Manager	A02-51	A02-52	$93,417.12-$132,963.84	$95,609.52-$136,012.32
M&P-B	127	Senior Budget Analyst	---	A02-51	---	$93,417.12-$132,963.84
L270	698	Park Ranger	A05-23	A05-31	$43,597.44-$67,505.04	$50,132.88-$78,884.64
L270	693	Park Ranger Supervisor	A05-38	A05-40	$56,960.64-$91,162.08	$58,818.96-$96,904.08
M&P-B	275	Training & Quality Manager Spokane United 911 Network (SUN)	---	A02-50	---	$90,493.92-$128,599.92
From M&P-A to EXC	732	Director of Community Justice Services	A01-59	A07-56	$115,884.00 - $162,926.64	$117,867.60-$164,659.68
M&P-A	707	Community Arts Manager	---	A01-43	---	$77,798.88-$108,763.92
EXC	708	Director of Grants Management	---	A07-55	---	$110,288.16-$155,013.12

Fiscal Impact

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

Total Cost: For SPNs with a former range, Citywide: $67,254 - $162,279 and General Fund: $1,733 - $1,984. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with a former range, Citywide: $43,974 - $106,106 and General Fund: $1,133 - $1,297. However, for SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

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

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

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

Other budget impacts: (revenue generating, match requirements, etc.) Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?

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

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

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

Ensure compensation equity

ORDINANCE NO C36860

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

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

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

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

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

1) Change the grade and associated pay range for the Senior Budget Analyst classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	127	Senior Budget Analyst	---	A02-51	---	$93,417-$132,964

2) Change the grade and associated pay range for the Community Arts Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	707	Community Arts Manager	---	A01-43	---	$77,799-$108,764

3) Change the grade and associated pay range for the Director of Community Justice Services classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A to EXC	732	Director of Community Justice Services	A01-59	A07-56	$115,884-$162,927	$117,868-$164,660

Section 2. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Park Ranger classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	698	Park Ranger	A05-23	A05-31	$43,597-$67,505	$50,133-$78,885

2) Change the grade and associated pay range for the Park Ranger Supervisor classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	693	Park Ranger Supervisor	A05-38	A05-40	$56,961-$91,162	$58,819-$96,904

3) Change the grade and associated pay range for the Equity and Inclusion Specialist classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	092	Equity and Inclusion Specialist	---	A02-38	---	$68,048-$96,361

Section 3. That in the budget of the Grants Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Grants Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	112	Grants Manager	A02-51	A02-52	$93,417-$132,964	$95,610-$136,012

2) Change the grade and associated pay range for the Grants Supervisor classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	072	Grants Supervisor	---	A02-48	---	$86,861-$124,006

3) Change the grade and associated pay range for the Grants Writer classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	073	Grants Writer	---	A02-36	---	$64,958-$91,684

4) Change the grade and associated pay range for the Director of Grants Management classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
EXC	708	Director of Grants Management	---	A07-55	---	$110,288-$155,013

Section 4. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Training & Quality Manager Spokane United 911 Network (SUN) classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	275	Training & Quality Manager Spokane United 911 Network (SUN)	---	A02-50	---	$90,494-$128,600

Section 5. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Water Hydroelectric Plant Operator classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	662	Water Hydroelectric Plant Operator	A05-36	A05-38	$55,583-$86,819	$56,961-$91,162

2) Change the grade and associated pay range for the Certified Water Hydroelectric Plant Operator classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	662C	Certified Water Hydroelectric Plant Operator	A05-38	A05-40	$56,961-$91,162	$58,819-$96,904

3) Change the grade and associated pay range for the Water Hydroelectric Plant Mechanic classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	664	Water Hydroelectric Plant Mechanic	A05-36	A05-38	$55,583-$86,819	$56,961-$91,162

4) Change the grade and associated pay range for the Certified Water Hydroelectric Plant Mechanic classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	664C	Certified Water Hydroelectric Plant Mechanic	A05-38	A05-40	$56,961-$91,162	$58,819-$96,904

5) Change the grade and associated pay range for the Wastewater Inspector classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	210	Wastewater Inspector	A05-35	A05-38	$54,601-$85,128	$56,961-$91,162

Section 6. That in the budget of the Risk Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Risk Management Analyst classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	121	Risk Management Analyst	---	A02-42	---	$74,938-$106,363

Section 7. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	3/11/2026		
Clerk's File #	ORD C36861		
Cross Ref #	ORD C36794		
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SBO - ACCEPT CHIP GRANT AWARDS		

Agenda Wording

Special Budget Ordinance amending ORD C36794 to accept grant funds awarded by the Department of Commerce Connecting Housing to Infrastructure Program (CHIP).

Summary (Background)

The City of Spokane received grant funds totaling $1,293,336 from the Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in 2025, and funds were awarded in mid-January 2026. This SBO is to add the revenue to the 2026 budget and to increase the budget authority to utilize the funds.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,293,336
Current Year Cost	$ 1,293,336
Subsequent Year(s) Cost	$ 0

Narrative

No match required.

Amount		Budget Account
Revenue	$ 1,293,336.00	# 4250-98864-99999-33442-Various
Expense	$ 1,293,336.00	# 4250-98864-38141-54201-Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

No match requirements.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	MANAGEMENT &	MILLER, JACOB
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO C36861

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDS AWARDED BY THE DEPARTMENT OF COMMERCE’S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,293,336.
A) Of the increased revenue, $1,293,336 is provided solely from the Department of Commerce.

2) Increase appropriation by $1,293,336.
A) Of the increased appropriation, $1,293,336 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funds awarded by the Department of Commerce’s Connecting Housing to Infrastructure Program (CHIP), and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

SBO Request
Urban Experience Committee

Committee Date	3/16/2026
Submitting Department	Integrated Capital Management (4250)
Fund to Receive Budget (if different from submitting dept)	
Contact Name	Nate Sulya, 6988, nsulya@spokanecity.org
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – 2025 CHIP Grant Awards
Grant Item	☒ Yes ☐ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	This SBO request is to accept grant funds awarded by the Department of Commerce's Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in the fall of 2025, but the grants were not awarded until mid-January 2026. 4250-98864-38141-54201-10257 – 336,432 – Habitat Riverton 4250-98864-99999-33442-10257 – (336,432) – Habitat Riverton 4250-98864-38141-54201-10261 – 939,204 – Bethany Redevelopment 4250-98864-99999-33442-10261 – (939,204) – Bethany Redevelopment 4250-98864-38141-54201-10262 – 17,700 – Take Up the Cause 4250-98864-99999-33442-10262 – (17,700) – Take Up the Cause

Fiscal Impact
Revenue: $1,293,336
Appropriation: $1,293,336

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Grant
Is this funding source sustainable for future years, months, etc? Grant revenue

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

Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/16/2026

Committee Agenda type: Discussion

Council Meeting Date: 04/13/2026

Date Rec'd	2/24/2026
Clerk's File #	RES 2026-0024
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	SPENCER 509-625-6097
Contact E-Mail	SGARDNER@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026-27 PLAN COMMISSION WORK PROGRAM

Agenda Wording

2026-27 Plan Commission Work Program

Summary (Background)

City Council regularly approves updates to the Work Plan to provide direction to the Plan Commission on work items that should be addressed by the work of Plan Commission. Items on the Work Plan include the annual Comprehensive Plan Work Program, as well as additional studies and code amendments.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

The municipal code requires that Council adopt a work program for Plan Commission on a regular basis.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org

RESOLUTION NO. 2026-0024

A RESOLUTION establishing the Plan Commission Work Program for 2026/2027.

WHEREAS, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

WHEREAS, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

WHEREAS, the Plan Commission met on 12 November, 2025 to review and recommend a proposed Plan Commission 2026/2027 Work Program;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Plan Commission 2026/2027 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2026/2027.

BE IT ALSO RESOLVED that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the President of the Plan Commission, the Planning Director, and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

Adopted by the City Council this ____ day of _____, 2026.

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Attachment A 2026-27 Plan Commission Work Program Priorities		
Project Name	**Start/Status**	**Plan Commission Review**
Comprehensive Plan periodic update		
Development Code modernization	Periodic update	2026
Expand legacy business rules to allow for expansion	Periodic update	2026
Critical Areas Ordinance (mandated update)	Periodic update	2026
Home-based occupation update	Periodic update	2026
Neighborhood mixed use	Periodic update	2026
Latah special area review; infrastructure funding emphasis	Periodic update	2026
General work items		
5th Avenue subarea plan	In Progress	2026
Division Corridor T.O.D. Study (incl. North Town)	In Progress	2026
Transportation Impact Fee update	Q2-2026	Q2-2026
Fire impact fees	Q1-2026	2026
Park land dedication and/or impact fees	Q1-2026	TBD
Tree canopy (street trees and tree protection)	TBD	TBD
Off-Premises Signs	Q3-2026	TBD
20 Year - Water Capital Facilities Element Update	TBD	TBD
20 Year - Sewer Capital Facilities Element Update	TBD	TBD
Water conservation - irrigation and landscape design standards	2027	TBD
Urban agriculture and food access	2027	TBD
Active interim zoning ordinances		
Downtown height limits (exp March 24, 2026)	Periodic update	2026
Commercial uses in PUDs (exp June 23, 2026)	Periodic update	2026
Off-Premises Alcohol Outlets (exp April 28, 2026)	Periodic update	2026
Density calculation (exp August 25, 2026)	Periodic update	2026
Childcare centers (exp Sept 22, 2026)	Periodic update	2026
Detention centers (exp March 2, 2027)	Periodic update	2026
Historic Preservation		
Garland Historic District	TBD	TBD
Historic Preservation Plan	2027	2027
Annual/Regular items		
Paper Cuts	Ongoing	Ongoing
6-Year Transportation Program Update - Consistency Review	Ongoing	Ongoing
6-Year City-Wide Capital Program Update - Consistency Review	Ongoing	Ongoing
2026 Annual Comp Plan Amendments	Suspended	Suspended
2027 Annual Comp Plan Amendments	2027	2027
Notes:		
WA State Periodic Comprehensive Plan Update - mandatory due date 2026		
Next WA State Shoreline Program Update - mandatory due date 2031		

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/23/2026

Committee Agenda type: Consent

Council Meeting Date: 04/13/2026

Date Rec'd	3/16/2026		
Clerk's File #	RES 2026-0025		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	LYNDEN 6283	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SETTLEMENT RESOLUTION - KIEMLE HAGOOD OBO 6TH & WASHINGTON LLC		

Agenda Wording

Settlement Resolution with Kiemle Hagood on behalf of 6th and Washington LLC, in the amount of $68,156.90.

Summary (Background)

A claim for damages was filed with the City of Spokane arising from a water main break at 307 West 6th Avenue on or about December 16, 2025. A medical building sustained flood damage and the City has agreed to reimburse the property owner.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

Amount		**Budget Account**
Expense	**$** 68,156.90	**#** Risk - Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	

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

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

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mdean@spokanecity.org	

Resolution No. 2026-0025

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Kiemle Hagood on behalf of 6th and Washington LLC ("Claimant") on January 28, 2026, arising out of damages resulting from a water main break in the area on or about December 16, 2025, in the City of Spokane, as more fully described in its claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of SIXTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 90/100 CENTS ($68,156.90).

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

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

The City of Spokane authorizes that payment in the amount of SIXTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 90/100 CENTS ($68,156.90), to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 03/16/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	3/11/2026
		Clerk's File #	RES 2026-0026
		Cross Ref #	
Council Meeting Date: 04/13/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 625-6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	REVISED FUNDING RECOMMENDATION FOR ST. JOHNS TWO		

Agenda Wording

HHS is requesting a revision to the funding recommendation of HEART funds approved for St. Johns Two in 2024. The amendment would increase the total HEART funds in the project to $2,431,233 from $1,546,233. The increase in HEART funds is in response to an equal reduction of HOME funds previously allocated to the project.

Summary (Background)

HHS is requesting a revision to the funding recommendation of HEART funds approved for St. Johns Two in 2024. The amendment would increase the total HEART funds in the project to $2,431,233 from $1,546,233. The increase in HEART funds is in response to an equal reduction of HOME funds previously allocated to the project. 315 W 9th Seniors project by St. Johns Two, was awarded $2,015,000 in HOME funds in 2023, through a competitive RFP selection process. The project was awarded $1,546,233 in HEART funds through a competitive RFP selection process in 2024. This brought the total City investment in 315 W 9th Seniors project to $3,561,233. St. Johns applied for Housing Trust Fund, Multifamily Rental Housing fund in September of 2025, for the final funding needed to complete their capital stack. The project was not selected for funding, creating a funding gap that prevented the project from executing legal contract by June 2026. Eight hundred eighty-five thousand dollars ($885,000) of the HOME funds awarded to St. Johns had to be under an executed legal contract by June 2026 or be recaptured by HUD. St. Johns reached out to the City immediately upon learning that they could not complete their capital stack in time, releasing the funds so that the City could include them in a HOME RFP for quick allocation. Proclaim Liberty applied for additional HOME funds through the latest competitive RFP selection process and were selected for additional HOME funds. Proclaim Liberty can execute legal agreements quickly due to their construction timeline, thus allowing us to contractually obligate 2023 HOME funds prior to them being recaptured. These funds were applied for after not receiving an award from the latest HTF Multifamily Rental Housing Fund. If HOME recommendations are approved by Council, Proclaim Liberty will release the HEART funds they were awarded in 2025 for reallocation as they are no longer the best fit for the capital stack of the project. HHS is requesting that the $885,000 in HEART funds released by Proclaim Liberty (pending Council action) be used to fill the gap in St. Johns budget created when

they released HOME funds for reallocation. The total City support for the St. Johns project with this revised recommendation remains the same at $3,561,233. This action allows St. John to remain competitive for funding through other funders. All City funding in their project expires in March 2027 and will be reallocated if St. Johns is not able to secure the remainder of their capital stack by then.

What impacts would the proposal have on historically excluded communities?

This project will serve Seniors earning 60% or less AMI as per RCW, 82.14.530.

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?

Regular reports will be collected as per SMC 07C.051

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

Data will be collected as per SMC 07C.051

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

The project serves eligible households under the requirements of the funding source.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 885,000
Current Year Cost	**$** 885,000
Subsequent Year(s) Cost	**$**

Narrative

HHS is requesting a revision to the HEART funding amount previously awarded to St. John's Two in 2024

Amount		**Budget Account**
Expense	**$** 885,000	**#** 1595-53122-51010-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Taxes

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	ANDERSON, ARIELLE M.	**ACCOUNTING -**	DUFFEY, ANDREW
Division Director	ANDERSON, ARIELLE M.		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-0026

A resolution setting forth the City Council's approval and endorsement of a revised funding recommendation for St. Johns Two, 315 W. 9th Seniors project ("St. Johns Two"). This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, pursuant to OPR 2023-1227, the City of Spokane awarded St. Johns Two, 315 W. 9th Seniors project $2,015,000 in HOME Investment Partnerships (HOME) funds in 2023 through a competitive selection process; and

WHEREAS, pursuant to RES 2024-0081 the City of Spokane awarded St. Johns Two, 315 W. 9th Seniors project $1,546,233 in HEART funds in 2024 through a competitive selection process; and

WHEREAS, pursuant to RES 2024-0081, the City of Spokane awarded Proclaim Liberty, Bethany Village $2,142,111 in HOME funds in 2024 through a competitive selection process; and

WHEREAS, pursuant to RES 2025-0064, the City of Spokane awarded Proclaim Liberty, Bethany Village $885,000 in HEART funds in 2025 through a competitive selection process; and

WHEREAS, pursuant to RES 2026-0023, the City of Spokane awarded Proclaim Liberty, Bethany Village $1,191,000 in HOME funds in 2026 through a competitive selection process; and

WHEREAS, in March 2026, St. Johns Two released $885,000 in HOME funds that it had been awarded; and

WHEREAS, after being awarded the above HOME funds, Proclaim Liberty released $885,000 in HEART funds; and

WHEREAS, St. Johns has requested $885,000 in HEART funds to replace the HOME funds that it released; and

WHEREAS, the Project is eligible for HEART funding; and

WHEREAS, reallocating $885,000 in HEART funds to St. John's Two would result no net change to total amounts of the City's applicable HEART, HOME, St. John's Two, or Bethany Village budgets; and

WHEREAS, the CHHS Affordable Housing Committee and CHHS Board have reviewed and approved the above proposed reallocation of $885,000 in HOME funds and $885,000 in HEART funds;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the above-described funding revisions and allocations that will be executed through legal contracts once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through HHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 11/17/2025

Committee Agenda type: Discussion

Council Meeting Date: 12/08/2025

Date Rec'd	9/10/2025		
Clerk's File #	ORD C36782		
Cross Ref #	ORD C36708		
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	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	**$**

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

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, 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 events:

Street	Direction
5th Avenue	from Lee Street to Altamont Street
5th Avenue	from Haven Street to Greene Street

Garland Avenue	from Monroe Street to ((~~Post Street~~)) Howard Street
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 9th Avenue to 12th 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 Monroe ((~~Post~~)) Street to Wall Street
Sprague Avenue	from Bernard Street to Division Street
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 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:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Amended **Agenda Sheet for City Council:** **Committee:** Finance & Administration **Date:** 03/23/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 04/13/2026		**Date Rec'd**	3/17/2026
		Clerk's File #	ORD C36855
		Cross Ref #	
		Project #	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	JESSICA 625-6369	**Requisition #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	T&L - SMC 07.03.020 IMPREST FUNDS AMOUNT		

Agenda Wording

An ordinance revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code.

Summary (Background)

The City establishes imprest funds by ordinance. SMC 07.03.020 specifies the authorized imprest funds for certain city departments and the maximum dollar limits for each. It also specifies that the Mayor may increase or decrease the dollar limits for each fund subject to the maximum amounts listed in the ordinance.

If adopted, this ordinance (1) eliminates the imprest account for the accounting department, (2) decreases the imprest fund amount for the City Attorney, Parks & Recreation (Riverfront Park) and the Public Library (Travel Expenses) , and (3) increases the imprest fund amount for Municipal Court and the Public Library. The net total impact of the changes is a $13,500 reduction in imprest fund amounts.

What impacts would the proposal have on historically excluded communities?

N/A - this is a recurring revision to the imprest funds

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 - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

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 - this is a recurring revision to the imprest funds

Council Subcommittee Review

Not applicable

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
mboston@spokanecity.org	

ORD C36855 (SPONSOR SUBSTITUTION) (03-23-26)

ORDINANCE NO. C36855

An ordinance revising the dollar thresholds for City imprest funds and amending Section 07.03.020 of the Spokane Municipal Code.

WHEREAS, consistent with municipal accounting principles, the City of Spokane maintains "imprest funds" to allow for spending of funds for purchases of small items, payment of travel expenses, to accommodate the payment of cash by city customer, and to provide a mechanism for revolving accounts, among other purposes; and

WHEREAS, the city's departments are authorized to maintain imprest funds and in such maximum amounts as are set by ordinance; and

WHEREAS, the administration has requested revisions to the statutory imprest amounts and the departments authorized to maintain such accounts; and

WHEREAS, the City Council wishes to make an additional change to the municipal code to clarify the Mayor's prerogatives with respect to imprest funds;

NOW THEREFORE, the City of Spokane does ordain,

Section 1. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

Department	**Amount not to exceed**
((~~Accounting Department Imprest Fund~~))	((~~$1,000.00~~))
City Attorney Imprest Fund	((~~$1,000.00~~)) $300.00
Development Services Center Imprest Fund	$1,500.00
Spokane 311 Imprest Fund	$4,800.00
Parks and Recreation Imprest Fund	$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	((~~$25,000.00~~)) $17,000.00
Risk Management Imprest Fund	$300,000.00
Solid Waste Collection Department Imprest Fund	$200.00
Solid Waste Disposal Department Imprest Fund	$9,000.00
Spokane Fire Department Imprest Fund	$700.00
Spokane Municipal Court Imprest Fund	((~~$1,300.00~~)) $2,000.00
Spokane Municipal Court Imprest Fund – Parking Violations	$300.00

Spokane Police Department Imprest Fund – Administration	$1,500.00
Spokane Police Department Imprest Fund – Investigations	$60,000.00
Spokane Police Department Imprest Fund – Records	$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	$20,000.00
Spokane Public Library – Imprest Fund	((~~$3,000.00~~)) $3,500
Spokane Public Library – Travel Expense Cash Advance Fund	((~~$10,000.00~~)) $5,000.00
Street Department Imprest Fund	$500.00
Water and Hydroelectric Services Department Imprest Fund	$1,000.00

B. ((~~The Mayor may increase, subject~~)) Subject to subsection (A) of this section, ((~~or decrease~~)) the Mayor may adjust the actual amount in an imprest fund from time to time.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 03/16/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	3/5/2026
		Clerk's File #	ORD C36862
		Cross Ref #	ORD C36680
Council Meeting Date: 04/13/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENSION OF INTERIM OFFICIAL CONTROL FOR OFF-PREMISES ALCOHOL		

Agenda Wording

Extension of interim zoning ordinance for off-premises alcohol outlets.

Summary (Background)

Council adopted ORD C36680 in April 2025 as an interim official control. The ordinance prohibited off-premises alcohol outlets near public assets like schools and parks. As an interim zoning ordinance, it was assigned a duration of one year, which expires on April 28, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to regulations for off-premises alcohol outlets as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the this topic will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance six months to October 28, 2026. The periodic update is due in December 2026 so it is anticipated that one more extension will be necessary after this one.

What impacts would the proposal have on historically excluded communities?

N/A

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

Study of impacts to continue as anticipated by ORD C36680.

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

Study of impacts to continue as anticipated by ORD C36680.

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 topic will be a consideration in the ongoing Comprehensive Plan update.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36862

An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets.

WHEREAS, on April 28, 2025, City Council adopted ordinance C36680, an interim official control regarding off-premises alcohol outlets near public assets; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of April 28, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate regulation of off-premises alcohol outlets as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36680 shall be extended an additional six months to October 28, 2026.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 03/16/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 04/13/2026		**Date Rec'd**	3/11/2026
		Clerk's File #	ORD C36863
		Cross Ref #	
		Project #	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	SARAH 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE RELATING TO MOBILE FOOD VENDING REGULATIONS		

Agenda Wording

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections 08.01.070, 10.40.010, 12.05.010, 17C.120.110, 17C.122.070, 17C.124.110, 17C.130.110, and 17C.390.030; and adopting new Sections 12.15.070 and 12.15.080 of the Spokane Municipal Code.

Summary (Background)

Mobile food vending, such as mobile food trucks and carts, adds vitality to public spaces, encourages pedestrian activity, and promotes economic development. The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097 and has not updated them since. This ordinance intends to make it easier for mobile food vendors to thrive in Spokane by removing unnecessary regulatory barriers and barriers to entry while also protecting public health and safety. This ordinance eliminates the additional annual mobile food vending regulatory license requirement. This ordinance eliminates the requirement that a mobile food vendor obtain written permission from an adjacent property owner when operating in the public right-of-way in downtown. The ordinance intends to activate surface parking areas by providing that a mobile food vendor is not required to make site improvements when operating on a surface parking area. The ordinance updates the prohibition on the sale of alcohol by recognizing state law changes that now allow a mobile food vendor to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events. The ordinance moves mobile food vending regulations to the Activation of Public Spaces code chapter.

What impacts would the proposal have on historically excluded communities?

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. Mobile food vending can provide opportunities to chefs and entrepreneurs who may lack the initial capital to open a brick-and-mortar restaurant.

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 ordinance does not create additional data collection requirements.

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

This ordinance does not create additional data collection requirements.

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

Comprehensive Plan Policy DP 4.2 – Street Life Comprehensive Plan Policy N 1.1 – Downtown Development Comprehensive Plan Policy ED 3.10 – Downtown Spokane Downtown Plan Priority Action 1.3 – Make sidewalks active Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses Comprehensive Plan Policy ED 3.6 – Small Businesses

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** 500
Current Year Cost	**$** 500
Subsequent Year(s) Cost	**$** 0

Narrative

The City generally receives less than $500 in revenue from the mobile food vending regulatory license. The revenue generated through this license requirement is likely less than the administrative costs to maintain the license program.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

ORD C36863 (SPONSOR SUBSTITUTION)

ORDINANCE NO. C36863

An ordinance related to the activation of public spaces through mobile food vending; repealing Sections 08.02.0234, 17C.390.020, and Chapter 10.51; amending Sections of Titles 08.01, 10.40, 12.05, and 17C; and adopting new Sections 12.15.070 and 12.15.080, all of the Spokane Municipal Code.

WHEREAS, Spokane Municipal Code 17C.390.010 reads: "*Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development*"; and

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

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

WHEREAS, Comprehensive Plan Policy ED 3.10 – Downtown Spokane calls for the City to *"Promote downtown Spokane as the economic and cultural center of the region."*; and

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

WHEREAS, Downtown Plan Priority Action 3.1 calls for the City to *"Develop a program to use the edges of surface parking lots for active uses, programming, and events such as food trucks, vendors, and farmers markets.";* and

An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses

A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.

Food trucks used to activate the street edge along a surface lot in Naples, FL

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

WHEREAS, Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses calls for the City to *"Support opportunities to expand and increase the number of locally-owned businesses in Spokane."*; and

WHEREAS, Comprehensive Plan Policy ED 3.6 – Small Businesses calls for the City to *"Recognize the significant contributions of small businesses to the city's economy and seek to enhance small business opportunities"; and*

WHEREAS, the City Council on March 16, 2026 adopted Ordinance C36850, relating to activation of public spaces, which ordinance is slated to be effective in April 2026; and

WHEREAS, the City Council wishes to further encourage activation of public spaces by making it easier to operate mobile food carts, and to harmonize current regulations relating to mobile food vendors with other provisions in the Spokane Municipal Code, including recently adopted provisions in Ordinance C36850;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.070 Business Registration Required

A. No person may engage in business in the city of Spokane or with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration a Spokane city endorsement as provided in this chapter. Annual general business licenses with a Spokane city endorsement shall be issued and registered through the Washington State Department of Revenue's Business Licensing Service (BLS). A general business license is good for twelve months and must be renewed before expiration for the next twelve months. Any temporary registrations, to include itinerant vendor registrations shall be issued and registered by the City of Spokane Taxes and Licenses Office. In addition, persons whose activities fall within the definition of SMC 10.40.010 must obtain an "itinerant vendor" permit as provided in SMC 10.40.010, in addition to a business registration. A business license does not authorize illegal activities.

B. If a business changes names or locations during a registration year, it must notify the Washington State Business Licensing Service to obtain a new registration document to display in the place of business that reflects the change of name or location. A change of location may require the filing of a new application through the Business Licensing Service, as described in this chapter.

C. A person or business conducting the following activities shall register for an annual regulatory business license or obtain an annual permit in addition to obtaining a general business license and shall follow the requirements of the activity's respective chapter:

Annual Regulatory Licenses and Permits	Licensing Requirements
Amusement Facility License	SMC 10.23A
Commercial Tree License	SMC 10.25
Building Moving and Relocation Permit	SMC 10.26
Sidewalk Café, Streateries, and Parklets ((~~Permit~~)) License	((~~SMC 10.28~~)) SMC 12.15
Contractors and Workers Licensing: Blaster, Boiler Operator, Fire Equipment Servicer, Gas Hearing Mechanic	SMC 10.29

Fireworks Permit	SMC 10.33A
For-hire Vehicle Driver and For-hire Operator License	SMC 10.34A
Infectious Waste License	SMC 10.35
Itinerant Vendor License	SMC 10.40
Special Police Officer License	SMC 10.41A
Charitable Solicitation License	SMC 10.42
Telephone and Telegraph Construction Permit	SMC 10.43
Emergency Medical Transport Permit	SMC 10.47
((~~Mobile Food Vendor License~~))	((~~SMC 10.51~~))
Food Delivery License	SMC 10.515
Short Term Rental License	SMC 10.52
((~~Parklets and Streateries Licenses~~))	((~~SMC 10.55~~))
Residential Rental House License	SMC 10.57

Section 2. That Section 08.02.0234 (Mobile Food Vendor Permit) of the Spokane Municipal Code is hereby repealed.

Section 3. That Section 10.40.010 of the Spokane Municipal Code is amended to read as follows:

Section 10.40.010 Itinerant Vendor Designation & Permit - When Required

A regular or temporary business issued a registration under chapter 8.01 SMC must obtain a separate "itinerant vendor" permit from the City of Spokane ((~~Taxes and Licensing Officer~~)) Office of Taxes and Licenses under any of the following circumstances:

A. Where the person is engaged in the business of selling or delivering goods or services within the City from a fixed or temporary location as an itinerant vendor, except ((~~those~~)) mobile food vendors ((~~operating under the provisions of chapter 10.51 SMC Mobile Food Vending~~)) shall not be considered itinerant vendors.

    1. Examples are people selling prepackaged food or wares from roving vehicles in the streets, except mobile food vendors. (Cross Reference: SMC 8.01.220 ((~~and chapter 10.51 SMC.~~))).

B. Where the person travels from door to door as the ((~~principle~~)) principal means of conducting business, offering, exposing for sale, or selling within the City any goods, merchandise, service, or product.

C. Where the person engages in any business in the City with no permanent location. (Cross Reference: SMC 8.01.070).

D. A person who engages in constitutionally protected expressive activities in the public right-of-way shall not be required to obtain a business registration unless the person engages in business activities. Constitutionally protected expressive activities conducted in the public right-of-way shall include, but is not limited to, street performers. For the purposes of this section, a street performer means an individual, including street musicians, who performs any form of artistic expression. The voluntary contribution of money or other items of value by members of the public to the individual in association with the expressive activity shall not result in the requirement of obtaining a business registration. A person who engages in constitutionally protected expressive activities in the public right-of-way must still comply with all other regulations regarding conduct in the public right-of-way.

Section 4. That Chapter 10.51 (Mobile Food Vendors) of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 12.15.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.15.010 Definitions

Term	Definition
Alcohol Service Area	"Alcohol service area" means an area in which alcohol may be sold, served, and consumed as authorized by the City of Spokane and the Washington State Liquor and Cannabis Board.
Applicant	"Applicant" means any person seeking a license on their own behalf or on behalf of a property owner. The applicant shall serve as the primary contact for the license.
Mobile Food Vending Unit	"Mobile Food Vending Unit" means a movable food service establishment such

	as a pushcart, van, trailer, or a temporary/movable structure approved for mobile food vending by the Spokane Regional Health District. The Mobile Food Vending Unit provides space for limited storage, handling, and/or dispensing of foods. The entire operation must be contained within/on the mobile food vending unit, except that expansion of the operation may be allowed in conjunction with an approved temporary event as allowed under the rules of the Spokane Regional Health District.
Mobile Food Vendor	"Mobile Food Vendor" means a person or persons owning, operating, or working in a mobile food vending unit and is the permit holder and person in charge of a mobile food vending unit under the provisions of the Washington Administrative Code (WAC) 246-215 and the rules of Spokane Regional Health District. A mobile food vendor, as defined herein, is not an itinerant vendor as defined in Chapter 10.40 SMC, Itinerant Vendors. Mobile food vendors do not include temporary drink stands as described in WAC 246-215-01115 (50) and mobile caterers who are engaged in the business of transporting, in vehicles, food and beverages to residential, business, and industrial establishments pursuant to prearranged schedules and dispensing from the vehicles the items to and for the convenience of the personnel or occupants of such establishments.
Parklet	"Parklet" means a small public gathering space, occupying up to two parking stalls

	or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.
Restaurant	"Restaurant" means any establishment having designated space and accommodation for customers and where food and beverages are regularly sold to the public for immediate, on-site consumption. The term "restaurant" includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias.
Sidewalk Café	"Sidewalk café" means a portion of a public sidewalk on which tables and chairs are placed for the use of patrons while consuming food and/or beverages, including liquor as defined in RCW 66.04.010, served by a café, restaurant, or tavern located on abutting property.
Streatery	"Streatery" means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of the nearby restaurant or bar's food service permits and alcohol licenses.

Section 6. That there is adopted a new Section 12.15.070 of the Spokane Municipal Code to read as follows:

Section 12.15.070 Mobile Food Vending Requirements

A. The mobile food vendor must have a City general business license and necessary, Washington State Labor and Industries, Spokane Regional Health District, and Spokane Fire Department permits and approvals to operate as a mobile food vendor within the city of Spokane.

B. The mobile food vendor shall maintain a minimum five-foot clear pedestrian pathway along the public sidewalk at all times. Placement of the mobile food vending unit shall be consistent with any applicable standards established by the Americans with Disabilities Act.

C. A mobile food vendor shall comply with all applicable parking regulations, except that a mobile food vendor operating is exempt from SMC Section 16A.05.280, and the parking time limits of SMC Section 16A.05.310.

D. A mobile food vendor vending from any public property including public streets, sidewalks, plazas or parks shall maintain in full force public liability insurance in the amount specified by SMC 12.02.0730(B) to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the public property for mobile food vending purposes, naming the City as an additional insured.

E. Mobile food vendors shall not sell or serve liquor, as defined in RCW 66.04.010, in the public right-of-way. Mobile food vendors shall not sell or serve liquor on private property without approval and licensure by the Washington State Liquor and Cannabis Board.

F. A mobile vending unit may not be within fifty feet walking distance of the front entrance of an existing and open restaurant located on the same block face without the documented approval of the restaurant owner or authorized representative of the restaurant.

G. Mobile food vending is prohibited in City parks or on a street adjoining a City park without documented approval of the Director of Parks and Recreation or their designee.

H. A mobile food vending unit vending from private property shall have documented consent from the owner(s) of the private property or their designated property manager, as to the use and location of the mobile food vendor on their property.

I. A mobile food vending unit vending from private property shall be subject to the same land use and development standards applicable to the property as if the unit were a permanent structure, except that a mobile food vendor shall not be required to make any additional site improvements when:

1. The mobile food unit is located on a surface parking area that will provide circulation for any other existing uses on the property;
2. The mobile food unit is a licensed, wheeled vehicle, and the wheels will not be removed;
3. Any canopies, awnings, or any other attachments are supported entirely by the mobile food unit and do not touch the ground, provided temporary seating, sandwich board signs, refuse collection containers, and other temporary appurtenances may be allowed;
4. The mobile food unit is self-contained, with no plumbing connections; and
5. The mobile food unit will not be used for “drive-thru” vending.

J. Mobile food vendors may vend from residential zones, under the following conditions:

1. The owner of the property where an event such as a community event, special event approved by the City, a neighborhood block party, wedding, or birthday party will occur has invited the mobile food vendor to participate, and mobile food vending is part of the event activities.
2. The mobile food vending unit may not remain at the location for longer than the duration of the special event and must avoid creating conflicts with pedestrian or vehicle traffic or creating other public safety problems.

K. The City may order a mobile food vendor to depart from a specific location when the mobile food vendor is creating an imminent public health or safety hazard.

Section 7. That there is adopted a new Section 12.15.080 of the Spokane Municipal Code is amended to read as follows:

Section 12.15.080 Violations

A violation of this chapter is a civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

Section 8. That Section 17C.120.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.120-1.

1. Group Living.

This regulation applies to all parts of Table 17C.120-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.120-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses

and to promote a relatively local market area. Retail sales and services uses are limited to the following:

a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.

b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.

c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking are

b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of Table 17C.120-1 that have a [13]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors~~)) comply with the requirements of SMC 12.15.

Section 9. That Section 17C.122.070 of the Spokane Municipal Code is amended to read as follows:

Section 17C.122.070 Center and Corridor Zone Allowed Uses

The uses allowed in the Center and Corridor zones are shown in Table 17C.122.070-1.

TABLE 17C.122.070-1
CENTER AND CORRIDOR ZONE ALLOWED USES

Use is: **P** – Permitted **N** – Not Permitted **L** – Allowed, but special limitations **CU** – Conditional use review required	**CC Zone Type**		
	Core Zones		**Transition Zone**
	CC1	**CC2**	**CC4**
Residential	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services	P[1]	P[1]	L[4]
Eating and Drinking Establishments	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N

Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Surface Lot Commercial Parking	N	N	N
Structured Commercial Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses	N	P[5]	P[5]
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[6]	P[6]	P[6]

Notes:
[1] Retail uses having more than forty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.
[2] Eating and drinking establishments larger than five thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.
[3] Limited industrial uses having more than twenty thousand gross floor area are not permitted in neighborhood centers designated by the comprehensive plan.
[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed

within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.
[5] Drive-through businesses are not permitted along designated Pedestrian Streets
[6] All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

Section 10. That Section 17C.124.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.124.110 Limited Use Standards

A. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.124.100-1.

1. Group Living.

This regulation applies to all parts of Table 17C.124.100-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.124.100-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.124.100-1 that have a [3]. See SMC 17C.230.310 for the parking structure design guidelines. See SMC 17C.124.340, Parking and Loading, for ground level parking structure use standards.

a. New standalone surface commercial parking lots are not allowed as the primary use within the area shown on Map 17C.124-M1, Surface Parking Limited Area. Within the area shown on Map 17C.124-M1, standalone commercial parking as a primary use must be located entirely within a parking structure.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.124.100-1 that have a [4]. Drive-through facilities are subject to the additional standards of SMC 17C.124.290.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.124.100-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a Type III or IV complete street. Quick vehicle servicing uses must be fully contained within a structure. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.124.290.

6. Retail Sales and Services Uses Motorized Vehicle Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [6]. Sale, rental, or leasing of motor vehicles, including passenger vehicles, light and medium trucks is not allowed. Sale, rental, and leasing of motorcycles and other recreational vehicles not able to be licensed for normal on street use is allowed. For sale or leasing of motorcycles and other recreational vehicles see SMC 17C.124.270, Outdoor Activities.

7. Industrial Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

   a. Limited industrial uses are allowed. Industrial uses more intensive than the limited industrial definition are not allowed.

   b. Industrial buildings and industrial sites are subject to the same design standards as commercial buildings and commercial sites.

8. Mini-storage, Storage, Warehousing, Industrial and Parking Structure Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have an [8]. See SMC 17C.124.340.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have an [9]. Mini-storage facilities are subject to the additional standards of chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.124.100-1 that have a [10]. Outdoor display, storage, or use of industrial equipment or other industrial items such as tools,

equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited.

11. Community Services.

This regulation applies to all parts of Table 17C.124.100-1 that have a [11]. Most community service uses are allowed by right.

12. Wireless Communication Facilities.

See chapter 17C.355A SMC.

13. Existing Light Industrial and Self-service Storage Uses.

This regulation applies to all parts of Table 17C.124.100-1 that have an [13]. Light industrial and self-service storage uses in operation on the effective date of this ordinance, are considered to be a conforming use.

14. Mobile Food Vending.

This standard applies to all parts of Table 17C.124.100-1 that have a [14]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

Section 11. That Section 17C.130.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.130.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.130.100-1.

1. Group Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [1].

a. Group living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a group living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Group living uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape and transportation plan which will limit conflicts between the residential, employment and industrial uses.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are not permitted.

2. Residential Household Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [2].

a. Residential household living uses are allowed on sites within one- quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a residential living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Residential uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape, and transportation plan, which will limit conflicts between the residential, employment and industrial uses.

b. A single-family residence may be erected on a lot having a side property line which adjoins a lot in a residential zone, with or without an intervening alley, or on a lot which has less than one hundred feet of frontage and has residences existing on all lots adjoining its side property lines.

c. Living quarters for one caretaker per site in the LI, HI and PI zones are permitted.

3. Group Living and Residential Household Living.

This standard applies to all parts of Table 17C.130.100-1 that have a [3]. Group living and residential household living uses may be permitted in the PI zone as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of Division G – Administration and Procedures. A minimum of fifty percent of the site within the binding site plan or planned unit development shall be in manufacturing and production, industrial service or office uses. Group living and residential household living uses shall be buffered from industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The buffering improvements shall be developed on the residential portion of the binding site plan or planned unit development at the time the residential uses are constructed. The site development plan shall include a design, landscape, and transportation plan, which will limit conflicts between the residential and industrial uses.

4. Adult Business.

This standard applies to all parts of Table 17C.130.100-1 that have a [4]. Adult businesses are subject to the following standards:

a. Chapter 17C.305 SMC, Adult Business.

b. Adult businesses are subject to the size requirements specified in item [5] below applicable to retail sales and services uses in the light industrial (LI) zone.

c. In addition to the standards in subsections (4)(a) and (b) of this section, adult businesses are permitted only in the light industrial zone adult business overlay zone as designated on the official zoning map.

5. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [5]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than sixty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than sixty thousand square feet per site are a conditional use.

6. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [6]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than twenty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than twenty thousand square feet per site are a conditional use.

7. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of Table 17C.130.100-1 that have a [7]. Retail sales and service uses are allowed if the floor area plus the outdoor sales and display and outdoor storage area is not more than three thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than three thousand square feet per site may be permitted as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site area of the uses in the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses.

8. Mini-storage Facilities.

This standard applies to all parts of Table 17C.130.100-1 that have a [8]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-Storage Facilities.

9. High Impact Uses.

This standard applies to all parts of Table 17C.130.100-1 that have a [9]. High impact uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

10. Colleges, Medical Centers, Daycare and School Uses.

This standard applies to all parts of Table 17C.130.100-1 that have an [10]. Colleges, medical centers, daycare and school uses may be permitted as a part of a binding site plan under the provisions of the subdivision code, or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site within the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses. Colleges, medical centers, daycare and school uses are allowed within the planned unit development or binding site plan provided that the site development includes a design, landscape and transportation plan which will limit conflicts between the college, medical center, daycare, school and industrial uses.

11. Wireless Communication Facilities.

See chapter 17C.355A SMC.

12. Mobile Food Vending.

This standard applies to all parts of Table 17C.130.100-1 that have a [12]. All mobile food vendors shall ((~~have a valid mobile food vending license issued pursuant to SMC 10.51.010~~)) comply with the requirements of SMC 12.15.

Section 12. That Section 17C.390.020 of the Spokane Municipal Code is hereby repealed.

Section 13. That Section 17C.390.030 of the Spokane Municipal Code is amended to read as follows:

Section 17C.390.030 Conditions

A. Mobile food vending from or onto the public right of way.

1. Mobile food vending may be allowed on a public street right of way in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy

Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15.

((~~2. The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~))

B. Mobile food vending located entirely on private property.

~~1.~~ Mobile food vending may be allowed on property in any Neighborhood Retail (NR), Neighborhood Mixed Use (NMU), Community Business (CB), General Commercial (GC); Center and Corridor Types 1, 2 and 3; Downtown Core (DTC), Downtown General (DTG), Downtown University (DTU), Downtown South (DTS), Light Industrial (LI), Heavy Industrial (HI) and Planned Industrial (PI) zone, provided the vendor shall comply with the mobile food vending requirements outlined in SMC 12.15. ((~~subject to the land use and development standards applicable to said property, except that a mobile food vendor shall not be required to make any additional site improvements when:~~

~~a. The mobile food unit will be located on an existing paved parking area that will continue to provide sufficient space for required off street parking and circulation for any other existing uses on the property;~~

~~b. The mobile food unit is a licensed, wheeled vehicle and the wheels will not be removed;~~

~~c. Any canopies, awnings or any other attachments are supported entirely by the mobile food unit and do not touch the ground;~~

~~d. The mobile food unit is self-contained, with no plumbing connections; and,~~

~~e. The mobile food unit will not be used for "drive thru" vending.~~

~~2. The mobile food vending must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~

~~C. Mobile food vending on City Parks or on streets adjacent to a City Park.~~

~~1. Mobile food vending is prohibited in City Parks and on any street adjacent to or across the street from a City Park without the expressed written~~

~~consent of the City Park Board or its designee.~~

2. ~~The mobile food vendor must have a valid license issued pursuant to SMC 10.51.010 and must be in compliance with the terms and conditions thereof.~~))

Section 14. 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 15. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Memorandum

Office of the Mayor

DATE: March 16, 2026

FROM: Councilmember Sarah Dixit, Vice Chair of the Urban Experience Committee & Adam McDaniel, Policy Advisor – Office of the Mayor

TO: Urban Experience Committee

RE: Eliminating unnecessary barriers to mobile food vending

Background:

"Mobile food vending such as mobile food trucks and carts can add vitality to the commercial districts and the street environment, encourage walking, and promote economic development" – Spokane Municipal Code 17C.390.010.

The City Council adopted regulations for mobile food vending in 2014 through Ordinance C35097. Before the adoption of Ordinance C35097 in 2014, the City had vague regulations addressing mobile food vending. Most mobile food vending

regulations were considered under the Itinerant Vendors regulations in SMC 10.40. The regulations for mobile food vending have not been updated since their original adoption in 2014.

Regulatory License Requirement

Regulatory licensing increases barriers to entry for small businesses and increases compliance costs and risks. The City currently requires mobile food vendors who operate for more than 14 days in the city to buy an annual $60 mobile food vendor license. This $60 annual license is in addition to the City's annual business license, permits/inspection fees by the Spokane Regional Health District[1], permits/inspections by the Spokane Fire Department, and additional requirements of the Washington State Department of Labor and Industries (L&I[2]). The City receives less than $500 annually in mobile food vendor license revenue.

Mobile food vending is allowed in most zones except residential. Mobile food vending is allowed in residential zones when connected to a special event, such as a block party or wedding, and with the property owner's permission.

Vending in the public right-of-way

Under current regulations, a mobile food vendor must be at least 50 feet from a restaurant's entrance, but the code does not define "restaurant".

Additionally, the current code requires mobile food vendors to obtain the permission of a property owner or their designated agent in the downtown business improvement district to vend in the public right-of-way adjacent to the property owner's building. This is a significant deterrent to mobile food vending in downtown Spokane. We are unaware of any other local regulation that requires a person to obtain permission from a private property owner to perform a legal and allowed use in the public right-of-way. What happens if property ownership changes? Does consent remain, or does the vendor need permission from the new property owner?

Mobile vending in or on a street adjacent to a Park must also have the permission of the Director of Parks and Recreation.

Vending on private property

The Downtown Plan supports using the edges of surface parking lots for active uses, such as food trucks.[3]

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[1] https://srhd.org/programs-and-services/foodsafety/temporary-food-establishment-permits
[2] https://www.lni.wa.gov/licensing-permits/manufactured-modular-mobile-structures/food-trucks-trailers/
[3] Downtown Plan Priority Action 3.1

An activated surface parking lot in Asheville, NC, parts of which are used for outdoor seating with railings, low cost overhead lighting, while also serving the parking and service needs for the surrounding businesses

A food plaza in Portland, OR, with vendors along the edge of the street in a surface parking lot.

Food trucks used to activate the street edge along a surface lot in Naples, FL

The current code provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit meets certain criteria, including that the vendor is located on an existing paved parking area. It is unclear if this provision would also apply to unpaved parking lots. Mobile food vending also provides an opportunity to activate vacant lots and parcels that may not necessarily be used for parking purposes.

Guiding Plans and Policies

Comprehensive Plan Policy DP 4.2 – Street Life
Comprehensive Plan Policy N 1.1 – Downtown Development
Comprehensive Plan Policy ED 3.10 – Downtown Spokane
Downtown Plan Priority Action 1.3 – Make sidewalks active
Downtown Plan Priority Action 3.1 – Use the edges of surface parking lots for active uses
Downtown Plan Priority Action PS 1.1 – Activate public spaces downtown
Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses
Comprehensive Plan Policy ED 3.6 – Small Businesses

II. **Policy Recommendation:**

Proposed Ordinance Table of Contents

Section 1. Amends SMC Section 08.01.070 (Business Registration Required)
Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)
Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)
Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)
Section 5. Amends SMC Section 12.15.010 (Definitions)
Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)
Section 7. Adopts new SMC Section 12.15.080 (Violations)
Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)
Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)
Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)
Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)
Section 12. Repeals SMC Section 17C.390.020 (Applicability)
Section 13. Amends SMC Section 17C.390.030 (Conditions)
Section 14. Severability
Section 15. Clerical Errors

Section 1. Amends SMC Section 08.01.070 (Business Registration Required)

- Amends this code section to remove the business and occupation license requirement for mobile food vending

- Amends this section related to parklets and street cafes as a result of the anticipated adoption of Ordinance C36850 (Encouraging the Activation of Public Spaces)

Section 2. Repeals SMC Section 08.02.0234 (Mobile Food Vendor Permit)

- Repeals this section because of the elimination of the regulatory licensing requirement.

Section 3. Amends SMC Section 10.40.010 (Itinerant Vendor Designation & Permit – When Required)

- Removes reference to SMC Chapter 10.51, which is repealed in this ordinance.

- Makes small clerical updates.

Section 4. Repeals SMC Chapter 10.51 (Mobile Food Vendors)

- Repeals the chapter and moves mobile food regulations to SMC Chapter 12.15.

- The intent behind moving these regulations to a new chapter is to align these regulations with other regulations that support and encourage the activation of the public right-of-way, such as licensing for street cafes, parklets, and special event permitting.

Section 5. Amends SMC Section 12.15.010 (Definitions)

- Carries over the definition of Mobile Food Vending Unit from the existing definition in SMC 10.51.

- Carries over the definition of Mobile Food Vendor from the existing definition in SMC 10.51 and adds a clarification that lemonade stands, as described in Washington Administrative Code 2446-215-01115[4] is not considered a mobile food vendor for purposes of these regulations.

- Adds a definition for "restaurant". The term "restaurant" was not defined in SMC Chapter 10.51. A restaurant is defined as "any establishment having special space and accommodation where food and beverages are regularly sold to the public for immediate, on-site consumption. Restaurant includes, but is not limited to, diners, coffee shops, bars, delicatessens, and cafeterias".

Section 6. Adopts new SMC Section 12.15.070 (Mobile Food Vending Requirements)

- This new section combines relevant mobile food vending regulations from SMC 10.51 and places them in one section.

- The most significant policy and regulatory changes proposed in this section are:

Current – SMC 10.51	Proposed – SMC 12.15.070	Intent
SMC 10.51.050(A)(7) requires that a mobile food vendor may not be within fifty feet walking distance of the front entrance of an existing restaurant located on the same block face without the written consent of the owner or authorized representative of the restaurant owner.	This proposal maintains this fifty-foot buffer for existing and **open** restaurants. This proposal also defines a restaurant because the current code did not define it.	This section intends to maintain the buffer for open and operating restaurants and other food establishments.

[4] https://app.leg.wa.gov/wac/default.aspx?cite=246-215-01115

SMC 10.51.050(A)(2) requires that a mobile food vendor operating in the downtown business improvement district have written permission from an adjoining property owner to the public right-of-way "accepts mobile food vending on the right of way adjoining their properties as an allowable activity."	This proposal eliminates this requirement.	Permission from a private property owner should not be necessary for legal mobile food vendors operating in the public's right-of-way. The proposal maintains the requirement that mobile food vending on private property have documented permission from the property owner.
SMC 10.51.060(A)(2) provides that a mobile food vendor is not required to make permanent improvements to private property when the mobile food unit is located on an existing paved parking area.	This proposal clarifies that a mobile food vendor is not required to make permanent site improvements to a private property when the mobile food vendor is operating on an unpaved parking surface.	This change intends to allow mobile food vending as a way of activating any parking area.
SMC 10.51.090 prohibits the sale of alcohol by mobile food vendors.	This proposal maintains the prohibition on selling alcohol when vending from the public right-of-way. The proposal provides that a mobile food vendor may sell alcohol on private property only when licensed and approved by the Washington State Liquor and Cannabis Board.	This change intends to recognize updated state law changes that allow some mobile food vendors to also obtain a caterer's permit and liquor license from the Washington State Liquor and Cannabis Board to sell alcohol at certain events.

- This proposal maintains existing parking and insurance requirements and the requirement that a mobile food vendor obtain permission from the Director of Parks and Recreation before vending in or adjacent to a park.

Section 7. Adopts new SMC Section 12.15.080 (Violations)

- This section establishes the penalty for violations of the chapter as a civil infraction.

Section 8. Amends SMC Section 17C.120.110 (Limited Use Standards)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 9. Amends SMC Section 17C.122.070 (Center and Corridor Zone Allowed Uses)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 10. Amends SMC Section 17C.124.110 (Limited Use Standards)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 11. Amends SMC Section 17C.130.110 (Limited Use Standards)

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 12. Repeals SMC Section 17C.390.020 (Applicability)

- Repeals this section as it references mobile food licensing requirements.

Section 13. Amends SMC Section 17C.390.030 (Conditions)

- Removes reference to mobile food vending licensing requirements.

- Updates reference of SMC 10.51 to the new mobile food vendor regulations in SMC 12.15.

Section 14. Severability

- Standard severability clause

Section 15. Clerical Errors

- Standard clerical errors clause