**CITY OF SPOKANE**

## REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 30, 2026, meetings is below. All meetings will be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

**WebEx call in information for the week of March 30, 2026:**

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

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

**To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, March 27, 2026, and ending at 6:00 p.m. on Monday, March 30, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on March 30, 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

# FINAL COUNCIL AGENDA

## MEETING OF MONDAY, MARCH 30, 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 | |
|---|---|---|
| Spokane Public Library Board of Trustees: One Reappointment – Shelby Lambdin | Confirm | CPR 1981-0400 |

# CONSENT AGENDA

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

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

| REPORTS, CONTRACTS AND CLAIMS | RECOMMENDATION | |
|---|---|---|
| 1. Purchase from Bud Clary Chevrolet (Longview, WA) of two Chevrolet Silverado EV Battery Electric Vehicles for the Riverside Park Water Reclamation Facility—$116,805.82 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) | Approve | OPR 2026-0245 |
| 2. Purchase from Bud Clary Ford (Longview, WA) of one Ford F350 Diesel Pickup for the Riverside Park Water Reclamation Facility—$70,962.50 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) | Approve | OPR 2026-0246 |
| 3. Purchase from SWS Equipment, LLC (Spokane Valley, WA) of one Curbtender automated side loader body for the Solid Waste Collection Department—$295,339 (plus tax). (Council Sponsor: Council Member Klitzke) | Approve | OPR 2026-0247 |

| | | | |
|---|---|---|---|
| **4.** | **Value Blanket with Arrow Construction Supply, LLC. (Spokane Valley, WA) for the purchase of Crafco crack and joint sealant material from February 1, 2026, through January 31, 2032—annual amount not to exceed $150,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)** | **Approve** | **OPR 2026-0248** |
| **5.** | **Contract Renewal Amendment with Electronic Data Collection Corporation (Syracuse, NY) for parking management systems from March 15, 2026, through March 14, 2027—$300,000 anticipated expense and $1,400,000 anticipated revenue. (Council Sponsor: Council Member Klitkze)** | **Approve** | **OPR 2021-0185 RFP 5315-20** |
| **6.** | **Five-year Interdepartmental Agreement between Public Works, Streets, and Parks & Recreation Departments regarding a green area maintenance program beginning April 1, 2026—$1,100,000 annually. (Council Sponsors: Council Members Klitzke and Zappone)** | **Approve** | **OPR 2026-0231** |
| **7.** | **Interagency Agreement No. C2600100 with the Washington State Department of Ecology for direct funding to perform a 6PPDQ stormwater monitoring project from date of final signature through June 30, 2027—$117,271.75. (Council Sponsor: Council Member Klitzke)** | **Approve** | **OPR 2026-0250** |
| **8.** | **Consultant Agreement with J-U-B Engineers, Inc. (Meridian, ID) for the design of the Freya-Palouse Roundabout Project—$502,700. An administrative reserve of 10% of the contract price will be set aside. (Southgate Neighborhood) (Council Sponsor: Council Member Klitzke)** | **Approve** | **OPR 2026-0249 ENG 2023133** |
| **9.** | **Low Bid of (to be determined at bid opening) (City, ST) for North Hillyard Sidewalk Infill project—$(_____). An administrative reserve of 10% of the contract price will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Klitzke)** | **Approve** | **OPR 2026-0251 ENG 2024065** |
| **10.** | **Low Bid of Boyd's J&C Construction (Chewelah, WA) for 2025 Arterial Pavement Repair—$434,263.80. An administrative reserve of 10% of the contract price will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)** | **Approve** | **OPR 2026-0252 ENG 2025056** |

| | | | |
|---|---|---|---|
| 11. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through March 20, 2026, total $12,374,329.08, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $12,078,095.83. | Approve & Authorize Payments | CPR 2026-0002 |
| 12. | Minutes: | Approve All | |
| | a. City Council Meeting Minutes: March 16, 2026. | | CPR 2026-0013 |
| | b. City Council Finance & Administration Standing Committee Meeting Minutes: March 23, 2026. | | CPR 2026-0015 |

**Council Sponsor requests motion on behalf of City Administration to suspend Council Rules and add the following item (OPR 2026-0312):**

| | | | |
|---|---|---|---|
| 13. | Contract with Intergraph Corporation dba Hexagon (Madison, AL) for the purchase and implementation of a Computer Aided Dispatch (CAD) system to support 911 call taking and dispatch operations for police, fire, and emergency medical services from April 1, 2026, through March 31, 2031—$3,309,179. (Council Sponsors: Council Members Telis and Cathcart) Shawna Ernst | Approve | OPR 2026-0312 |

# LEGISLATIVE AGENDA

## NO SPECIAL BUDGET ORDINANCES

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

**(Require Four Affirmative, Recorded Roll Call Votes)**

**RES 2026-0022** In the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W. 59th Avenue, in the City of Spokane, and acquire a right of first refusal on Spokane County Assessor Tax Parcel 24063.0106, adjoining residential property located generally at 10612 W. 59th Avenue, in the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

**RES 2026-0023** **Setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HOME Investment Partnership program allocation and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action–$2,456,950. (Council Sponsors: Council Members Zappone and Dixit)**

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

**ORD C36848** **Relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032. (Council Sponsors: Council Members Zappone and Klitzke)**
**Tami Palmquist**

**(Deferred from March 23, 2026, Agenda, during March 23, 2026, 3:30 p.m. Agenda Review Session)**

**ORD C36849** **Relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Dixit and Dillon)**
**Council Member Dixit, Lisa Edwards, and Adam McDaniel**

**(Deferred from March 23, 2026, Agenda, during March 23, 2026, 3:30 p.m. Agenda Review Session)**

# FIRST READING ORDINANCES

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

**(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.)**

~~**ORD C36854**~~ ~~**Relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date. (Council Sponsors: Council Members Zappone and Cathcart)**~~

**(First Reading deferred from March 30, 2026, Agenda, to April 27, 2026, Agenda, during March 23, 2026, 3:30 p.m. Agenda Review Session)**

**FURTHER ACTION DEFERRED**

# NO SPECIAL CONSIDERATIONS

# NO HEARINGS

# OPEN FORUM

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

## ADJOURNMENT

**The March 30, 2026, Regular Legislative Session of the City Council will be held and is adjourned to April 13, 2026.**

**Note: The regularly scheduled City Council meeting for Monday, April 6, 2026, has been canceled. (There is no meeting on Monday, April 6, 2026, due to Spring Break.)**

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

**Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.**

# NOTES

# Agenda Sheet for City Council:

**Committee: Date:** N/A

**Committee Agenda type:**

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/5/2026 | | |
| **Clerk's File #** | CPR 1981-0400 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | ADAM 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Boards and Commissions | | |
| **Council Sponsor(s)** | | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | REAPPOINTMENT OF SHELBY LAMBDIN TO THE SPOKANE PUBLIC LIBRARY | | |

## Agenda Wording

Reappointment of Shelby Lambdin to the Spokane Public Library Board of Trustees for a term of April 1, 2026 to March 30, 2031.

## Summary (Background)

Reappointment of Shelby Lambdin to the Spokane Public Library Board of Trustees for a term of April 1, 2026 to March 30, 2031

**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:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/3/2026 | | |
| **Clerk's File #** | OPR 2026-0245 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | WA STATE |
| **Contact Name/Phone** | RICK GIDDINGS 509-625-7706 | **Requisition #** | RE20917, |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 5100 - PURCHASE OF (2) CHEVROLET SILVERADO EV FOR RPWRF | | |

## Agenda Wording

Fleet Services would like to purchase 2 Chevrolet Silverado EV Battery Electric Vehicles for RPWRF.

## Summary (Background)

RPWRF would like to replace 2 aging vehicles with 2026 Chevrolet Silverado EV pickups. Vehicles will be purchased from Bud Clary Chevrolet (Longview, WA) using a Washington State DES Contract. Total cost for both including sales tax is $116,805.82.

**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 CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 116,805.82 |
| Current Year Cost | $ 116,805.82 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Vehicle will be purchased using a Washington DES contract following all City Competitive purchasing rules.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 116,805.82 | # 4320 43290 94350 56404 99999 |
| 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 | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| rgiddings@spokanecity.org | Tprince@spokanecity.org |
| fleetservicesaccounting@spokanecity.org | |
| | |
| | |
| | |

**From:** NOREPLY@des.wa.gov
**To:** Giddings, Richard
**Cc:** descarssystem@des.wa.gov
**Subject:** Vehicle Quote - 2026-3-45 - SPOKANE, CITY OF - 23210
**Date:** Tuesday, March 3, 2026 1:43:10 PM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

**Vehicle Quote Number: 2026-3-45** Create Purchase Request View organization purchase requests

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

**Contract & Dealer Information**

Contract #: 28423
Dealer: Bud Clary Chevrolet (W262)
Dealer Contact: Becky Davis
Dealer Phone: (360) 423-1700

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: 2 Silverado EVs for RPWRF
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Summit White(GAZ) - 2

Tax Exempt: N

**Vehicle Options**

| Order Code | Option Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|
| 2026-08039-0001 | 2026 Chevy Silverado EV(CT35843) Crew Cab e4WD Truck | 2 | $58,250.00 | $116,500.00 |
| 2026-08039-0002 | ***INFORMATION ONLY: SALES TAX ONLY 8.4%*** | 2 | $0.00 | $0.00 |
| 2026-08039-0003 | ***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262*** | 2 | $0.00 | $0.00 |
| 2026-08039-0004 | ***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. | 2 | $0.00 | $0.00 |
| 2026-08039-0005 | ***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle. | 2 | $0.00 | $0.00 |

| | | | | |
|---|---|---|---|---|
| 2026-08039-0006 | Standard vehicle: 2026 Chevy Silverado EV Crew Cab e4WD 3WT which includes WT Select Package includes (BVE) Assist Steps, (KV7) Offboarding Power and (ZL6) Trailer Integration Package, Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection-limited availability | 2 | $0.00 | $0.00 |
| 2026-08039-0009 | 4WT Model | 2 | ($5,000.00) | ($10,000.00) |
| 2026-08039-0010 | ***Options listed below for 4WT Model ONLY*** | 2 | $0.00 | $0.00 |
| 2026-08039-0019 | VEHICLE DELIVERY - PLEASE SELECT ONE: | 2 | $0.00 | $0.00 |
| 2026-08039-0022 | Delivery to customer location in Eastern Washington. (DLR) | 2 | $400.00 | $800.00 |
| 2026-08039-0205 | Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR) | 2 | $76.00 | $152.00 |
| 2026-08039-0206 | Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR) | 2 | $52.00 | $104.00 |

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

| | |
|---|---|
| **Total Vehicles:** | 2 |
| **Sub Total:** | $107,556.00 |
| **8.6 % Sales Tax:** | $9,249.82 |
| **Quote Total:** | $116,805.82 |

**Taxes & Licenses Department**
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

## Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

## CERTIFICATION OF BUSINESS ACTIVITIES

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

| | |
|---|---|
| Kathleen Brennan | Government Contracts Manager |
| Signature | Title |
| kathleen.brennan@budclary.com | 360-423-4321 |
| email | phone |
| 700 7th Avenue | Longview, WA 98632 |
| Address | City, State, Zip |
| Date: 10/22/25 | UBI#604671883 (Washington State, if available) |

**For Internal Use only:** Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/3/2026 | | |
| **Clerk's File #** | OPR 2026-0246 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | FLEET SERVICES | **Bid #** | WA STATE |
| **Contact Name/Phone** | RICK GIDDINGS 509-625-7706 | **Requisition #** | RE20902 |
| **Contact E-Mail** | RGIDDINGS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 5100 - PURCHASE OF FORD F350 DIESEL FOR RPWRF | | |

## Agenda Wording

Fleet Services would like to purchase one Ford F350 Diesel Pickup for RPWRF.

## Summary (Background)

RPWRF would like to replace an aging service vehicle with a 2026 Ford F350 Diesel 4x4 pickup. The unit will be purchased from Bud Clary Ford of Longview using a Washington DES Contract. Total cost including sales tax is $70,962.50.

**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 CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 70,962.50 |
| Current Year Cost | $ 70,962.50 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Vehicle will be purchase using a WA DES Contract following all City Competitive Purchasing Rules.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 70,962.50 | # 4320 43230 94350 56404 99999 |
| 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 | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| rgiddings@spokanecity.org | Tprince@spokanecity.org |
| fleetservicesaccounting@spokanecity.org | |
| | |
| | |
| | |

**From:** NOREPLY@des.wa.gov
**To:** Giddings, Richard
**Cc:** descarssystem@des.wa.gov
**Subject:** Vehicle Quote - 2026-2-191 - SPOKANE, CITY OF - 23210
**Date:** Tuesday, February 10, 2026 11:15:00 AM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

**Vehicle Quote Number: 2026-2-191** Create Purchase Request View organization purchase requests

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

**Contract & Dealer Information**

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

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: RGIDDINGS@SPOKANECITY.ORG
Quote Notes: RPWRF F350
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1

Tax Exempt: N

**Vehicle Options**

| Order Code | Option Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|
| 2026-08011-0001 | 2026 Ford F-350 4WD | 1 | $46,130.00 | $46,130.00 |
| 2026-08011-0002 | INFORMATION ONLY: Vehicle sales tax is 8.6%. | 1 | $0.00 | $0.00 |
| 2026-08011-0003 | INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256 | 1 | $0.00 | $0.00 |
| 2026-08011-0004 | INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210. | 1 | $0.00 | $0.00 |
| 2026-08011-0005 | INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling. | 1 | $0.00 | $0.00 |

| | | | | |
|---|---|---|---|---|
| 2026-08011-0006 | INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle. | 1 | $0.00 | $0.00 |
| 2026-08011-0007 | INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. | 1 | $0.00 | $0.00 |
| 2026-08011-0010 | 2026 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description. | 1 | $0.00 | $0.00 |
| 2026-08011-0012 | Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10,800# GVWR, LT245/75Rx17E BSW All-Season Tires #TD8 (X3B/164WB) | 1 | $2,872.00 | $2,872.00 |
| 2026-08011-0026 | 6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20 [Manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Operator Commanded Regeneration (OCR), 190-Amp Alternator, Dual 750CCA Batteries #86M, 3.31 RAR #X31] [DRW w/ 4.10 RAR also includes 3in Hitch receiver in lieu of 2.5in] [GVWR: (Reg 142WB 11499#) (Ext 148WB 11000#, 164WB 11300#) (Crew 160WB 11200#, Crew 176WB 11499#) [Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons] (99T/44G) | 1 | $10,776.00 | $10,776.00 |
| 2026-08011-0032 | Engine Block Heater (41H) | 1 | $187.00 | $187.00 |
| 2026-08011-0033 | Snow Plow Prep Package (4x4 Only) [Includes computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rapid-Heat Supplemental Cab Heater #41A w/Diesel] (Not compatible with Heavy Service Front Suspension Packages #67H or #63R) (Ford recommends also ordering dual batteries for maximum compatibility) (473) | 1 | $245.00 | $245.00 |
| 2026-08011-0054 | 410-Amp Dual Alternator (250 amp plus 160 Amp) (Available with gas ONLY if ordering Dual Batteries #86M) (67B) | 1 | $113.00 | $113.00 |
| 2026-08011-0061 | Wheel Well Liner, Front (61L) | 1 | $177.00 | $177.00 |
| 2026-08011-0062 | Wheel Well Liner, Rear (Not available w/ Dual Rear Wheels DRW) (61M) | 1 | $177.00 | $177.00 |
| 2026-08011-0064 | Platform Running Boards (Extended/Crew Cabs) (18B) | 1 | $437.00 | $437.00 |
| 2026-08011-0070 | Upfitter Switches (6) (located in overhead console) [Includes 190-amp (gas)/250-amp (diesel) upgraded alternator #67D] (GAS engines: May also order upgraded alternator #67E unless Pro Power is selected) (DIESEL engines: May also order upgraded alternator #67B unless Pro Power is selected) (66S) | 1 | $226.00 | $226.00 |
| 2026-08011-0081 | 360-Degree Dual Beacon LED Warning Strobes (Amber-White) (roof-mounted in front of the CHMSL) (91G) | 1 | $647.00 | $647.00 |

| | | | | |
|---|---|---|---|---|
| 2026-08011-0083 | LED Box Lighting (Includes LED Center High-Mounted Stop Lamp CHMSL) (66L) | 1 | $59.00 | $59.00 |
| 2026-08011-0200 | INFORMATION ONLY: #200-899 Dealer Installed Options. (#200-249 Basic Dealer Options) (#250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more) (#300-399 Lighting: Amber lighting packages and options, Spotlights) (#400-699 Truck bed equipment: ProTech Aluminum Cab Racks, Ladder Racks and Toolboxes; Adrian Steel toolboxes; Tonneau covers: Ford hard tri-fold tonneau, Truxedo roll-up Tonneau; Bedslide cargo trays, Decked storage drawers) #700-799 Adrian Steel commercial aluminum truck cap, extendobed, and options) #800-849 ARE V-Series fiberglass canopies and options #900-999 Police/Fire/Amber Lighting packages installed by Day Wireless, Longview. #1000-1999 Truck bodies and upfits by Allied Body Works. (To view #900-1999 options, click on DISPLAY UPFIT OPTIONS at bottom of page). | 1 | $0.00 | $0.00 |
| 2026-08011-0205 | Delivery to customer location in Eastern Washington. (DLR) | 1 | $450.00 | $450.00 |
| 2026-08011-0230 | Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR) | 1 | $76.00 | $76.00 |
| 2026-08011-0231 | Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR) | 1 | $52.00 | $52.00 |
| 2026-08011-0235 | Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR) | 1 | $152.00 | $152.00 |
| 2026-08011-1340 | Adrian Steel Loadrunner Ladder Rack (Requires Pickup Box) (ADR SLR-.F.S) (ABW1340) | 1 | $2,567.00 | $2,567.00 |

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

| | |
|---|---|
| **Total Vehicles:** | 1 |
| **Sub Total:** | $65,343.00 |
| **8.6 % Sales Tax:** | $5,619.50 |
| **Quote Total:** | $70,962.50 |

**Taxes & Licenses Department**
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

## Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

## CERTIFICATION OF BUSINESS ACTIVITIES

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

| | |
|---|---|
| Kathleen Brennan | Government Contracts Manager |
| Signature | Title |
| kathleen.brennan@budclary.com | 360-423-4321 |
| email | phone |
| 700 7th Avenue | Longview, WA 98632 |
| Address | City, State, Zip |
| Date: 10/22/25 | UBI#604671883 (Washington State, if available) |

**For Internal Use only:** Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/25/2026 | | |
| **Clerk's File #** | OPR 2026-0247 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | SOLID WASTE COLLECTION | **Bid #** | SOURCEWELL CO- |
| **Contact Name/Phone** | TRACE 625-6524 | **Requisition #** | RE 20921 |
| **Contact E-Mail** | TBRADBURN@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PURCHASE OF CURBTENDER AUTOMATED SIDE LOADER COLLECTION BODY | | |

## Agenda Wording

Purchase of one (1) Curbtender automated side loader (ASL) body for Solid Waste Collection -- $295,339.00, plus applicable taxes.

## Summary (Background)

Solid Waste Collection is requesting to replace the body on one (1) of the department's 2021 ASL collection trucks. The chassis is still in good working condition with low miles and hours while the body is no longer cost effective or practical to maintain and repair. The issues and ongoing maintenance have caused this vehicle to be unusable for 50% of its time in service to date. This body will be purchased from SWS Equipment, LLC (Spokane Valley, WA) utilizing Sourcewell Cooperative Purchasing Contract #110223-CRB. Expected delivery is Q4 of 2026.

**What impacts would the proposal have on historically excluded communities?**

No impacts are identified. Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services as identified. We recognize the need to maintain affordability and predictability for all solid waste customers and are committed to being financially and environmentally responsible.

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

This purchase is designed to manage costs and continue the delivery of solid waste services in support of all ratepayers. It will not impact race, 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?**

Public Works follows the City's established procurement regulations and policies. Solid Waste Collection monitors vehicle cost data for current and future decisions.

**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 purchase is consistent with the City's requirement to help align city policies regarding rates and ensure we are covering the costs of providing solid waste services.

**Council Subcommittee Review**

N/A - No subcommittee review.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** $322,214.85, including tax |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

## Narrative

A 10% administrative reserve of $32,221.49 is being requested in addition to the quoted cost to allow for possible steel market escalations and tariff impacts. This is encumbered as a separate line item on the requisition.

| Amount | | Budget Account |
|---|---|---|
| Expense | **$** 322,214.85 (including tax) | **#** 4500-45900-94370-56404-99999 |
| Expense | **$** 32,221.49 (10% admin reserve) | **#** 4500-45900-94370-56404-99999 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Program Revenue |

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

Yes, this funding source is sustainable in future years.

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| **Dept Head** | BRADBURN, TRACE | **PURCHASING** | PRINCE, THEA |
| **Division Director** | FEIST, MARLENE | | |
| **Accounting Manager** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| skylers@swsequipment.com | tbradburn@spokanecity.org |
| rschoonover@spokanecity.org | jsalstrom@spokanecity.org |
| rhughes@spokanecity.org | rgiddings@spokanecity.org |
| tprince@spokanecity.org | Tax & Licenses |
| | |

# SWS Equipment, LLC.

Four Locations Serving Washington, Idaho, Montana, Oregon
All Correspondence Remit: PO Box 13040, Spokane, WA 99213
800-892-7831 ~ Fax 509-533-1050 ~ skylers@swsequipment.com
www.SWSequipment.com

**QUOTE**

Quote To:
City of Spokane - Refuse
Rick Hughes
rhughes@spokanecity.org
Phone: (509) 625-7806
Cell:

Ship To:
615 North Nelson Street
Spokane, WA 99202

Bill To:
615 North Nelson Street
Spokane, WA 99202

| | |
|---|---|
| Quote #: | 3735. 2 |
| Date: | 02/23/2026 |
| Sales Rep: | Skyler Sharpe |
| FOB: | Destination |
| Ship Via: | Bestway |
| Est. Ship Date: | Q4 2026 |
| Term: | Net on Delivery |

Pricing Per Sourcewell Contract #110223-CRB
City of Spokane Sourcewell Member #33592

Chassis: Peterbilt 520 VIN: 3BPDLH0XZMF109927

| Qty | Description | Unit Price | Ext. Price |
|---|---|---|---|
| 1 | Curbtender 31YD PowerPak (Bubble Tailgate) Automated Side Load Refuse Collection Body | $ 168,851.00 | $ 168,851.00 |
| 1 | Full Eject (FE) | | |
| 1 | PowerArm | | |
| 1 | EPC, Electric-Over-Hydraulic, Proportional Controls | | |
| 1 | Factory Install | | |
| 1 | CNG Prep | $ 2,080.00 | $ 2,080.00 |
| 1 | CNG body roof mount bracket/reinforcement | $ 1,647.00 | $ 1,647.00 |
| 1 | Front Engine PTO | $ 823.00 | $ 823.00 |
| 1 | High Speed Packer (Triple Vane Pump) - 12L Engine Req'd | $ 4,251.00 | $ 4,251.00 |
| 1 | 1800 PSI Packer Limit Switch | | |
| 1 | Service Hoist w/ Integrated Power Unit | $ 6,435.00 | $ 6,435.00 |
| 1 | Joystick w/ Toggle-to-Grip | | |
| 1 | Street Level Aux Rocker Switches | $ 634.00 | $ 634.00 |
| 1 | Remote Grease Line, Lift Cylinder | $ 328.00 | $ 328.00 |
| 1 | Residential Rigid Gripper | $ 1,170.00 | $ 1,170.00 |
| 1 | Bolt On Grippers | | |
| 1 | Hopper Cover, Air Cylinder Operated | $ 3,406.00 | $ 3,406.00 |
| 1 | 3/16" Hardox Hopper Liner | $ 3,519.00 | $ 3,519.00 |
| 1 | Extended Chute for Clean Out Doors | $ 663.00 | $ 663.00 |
| 1 | Front Body Enclosure, Solid | $ 853.00 | $ 853.00 |
| 1 | 3/16" Packer Liner (Face & Snout) | $ 1,599.00 | $ 1,599.00 |

| Qty | Description | Unit Price | Ext. Price |
|---|---|---|---|
| 1 | Remote Grease Line, Pack Cylinder | $ 325.00 | $ 325.00 |
| 1 | 3/16" Hardox Body Floor Liner | $ 3,770.00 | $ 3,770.00 |
| 1 | 1 Row, Body Retention Teeth | $ 303.00 | $ 303.00 |
| 1 | Remote Grease Line, Tailgate Cylinder | $ 328.00 | $ 328.00 |
| 1 | Tool Box (Chassis Mounted) | $ 1,170.00 | $ 1,170.00 |
| 1 | Rubber Mud Flaps (Forward Rear Wheel) | $ 429.00 | $ 429.00 |
| 1 | LED S/T/T/REV | | |
| 1 | LED Work Lights, Low/Mid/High | $ 1,061.00 | $ 1,061.00 |
| 1 | LED Flood Lights, Body Side (2) | $ 392.00 | $ 392.00 |
| 1 | LED Flood Lights, High Rear (2) | $ 390.00 | $ 390.00 |
| 1 | LED Rear Strobe, Single, High Center Mount | $ 481.00 | $ 481.00 |
| 1 | LED Smart Lights (Wig Wag) | $ 578.00 | $ 578.00 |
| 1 | LED Rear Strobe, Single, Low Center Mount | $ 481.00 | $ 481.00 |
| 1 | LED Oval Front Body Warning Light, Dual | $ 468.00 | $ 468.00 |
| 1 | Fire Extinguisher 20 LBS on Body | $ 654.00 | $ 654.00 |
| 1 | Safety Vision Camera System W/ 7" Monitor | $ 3,120.00 | $ 3,120.00 |
| 1 | Left Side Alley Camera | $ 1,300.00 | $ 1,300.00 |
| 1 | Hopper Camera | $ 1,560.00 | $ 1,560.00 |
| 1 | Body Protective Under Coating | $ 2,990.00 | $ 2,990.00 |
| 1 | Performance White Paint | | |
| 1 | Sourcewell discount | $ -5,000.00 | $ -5,000.00 |
| 1 | Repeat customer discount | $ -2,000.00 | $ -2,000.00 |
| 1 | 5-Year Premier Standard Warranty - Body Structural | | |
| 1 | 5-Year Premier Standard Warranty - Arm Structural | | |
| 1 | 5-Year Premier Standard Warranty - Operational Electronics | | |
| 1 | Agility 90DGE fuel system - install with front and side fill ports | $ 48,963.00 | $ 48,963.00 |
| 1 | Remove and Scrap existing body (Bridgeport ASL and CNG system) | $ -3,750.00 | $ -3,750.00 |
| 1 | Used Chassis Prep | $ 2,210.00 | $ 2,210.00 |
| 1 | Add Frame Extension for rear body hinge for service hoist | | |
| 1 | Paint chassis frame Gloss Black starting at back of cab | $ 1,500.00 | $ 1,500.00 |
| | Subtotal | $ 255,982.00 | $ 255,982.00 |

| Qty | | |
|---|---|---|
| 1 | Lowboy/Trailer used truck from SWS-Spokane to Curbtender - Cedar Falls, IA | $ 12,000.00 |
| 1 | Lowboy/Trailer re-bodied truck from Curbtender - Cedar Falls, IA to SWS-Spokane, WA | $ 12,000.00 |

| Qty | | |
|---|---|---|
| 1 | Body Pre-Delivery Inspection | $ 2,200.00 |
| 1 | Graphics on side of body and paint stripes on body | $ 5,420.00 |
| 1 | Groeneveld Autolube system for body, arm and chassis components | $ 7,737.00 |
| 1 | Delivery via SWS Representative | |

| | |
|---|---|
| Subtotal | $ 39,357.00 |
| Total | $ 295,339.00 |
| Sales Tax ($) | $ 26,875.85 |
| Grand Total | $ 322,214.85 |

WA State Sales Tax Code: 3210 at 9.1% at time of quote
NOTE: Additional chassis repairs or modifications will be quoted for approval in additional to quoted amount.

**QUOTE VALID FOR 30 DAYS**

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.**
**ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

*Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.*

Signature: _____ Printed Name: _____ Date: _____

## License Information:

New search Back to results

**Entity name:** SWS EQUIPMENT LLC

**Business name:** SOLID WASTE SYSTEMS, INC.

**Entity type:** Limited Liability Company

**UBI #:** 601-245-968

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 6515 E NIXON AVE
SPOKANE VALLEY WA 99212-1062

**Mailing address:** PO BOX 13040
SPOKANE VALLEY WA 99213-3040

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

Page 1 of 1

## Endorsements

spokane

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance dat |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | T12004607BUS | | | Active | Apr-30-2026 | Oct-15-2012 |
| Spokane Valley General Business | 00931 | | | Active | Apr-30-2026 | Feb-07-2004 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| DOMBROWIK, ANTHONY | |
| LAWVER, SEAN | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| SWS EQUIPMENT, INC | Active | Apr-24-2017 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 2/25/2026 10:23:21 AM

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/4/2026 | | |
| **Clerk's File #** | OPR 2026-0248 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | STREET | **Bid #** | |
| **Contact Name/Phone** | CLINT HARRIS 625-7744 | **Requisition #** | |
| **Contact E-Mail** | CEHARRIS@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Purchase w/o Contract | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | VALUE BLANKET FOR CRACK AND JOINT SEALANT | | |

## Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of Crafco crack and joint sealant material, through Arrow Construction Supply, LLC, (Spokane Valley, WA) with an annual amount not to exceed $150,000.

## Summary (Background)

Pricing to be based upon WA State DES Contract 05124 for Roadway Surface and Repair Materials, that has an effective date of 2/1/2026 and has a final term that ends on 1/31/2032. Crafco crack and joint sealant is a product that will preserve the life and integrity of City roadways.

**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 | **$** 150,000 |
| Current Year Cost | **$** 150,000 |
| Subsequent Year(s) Cost | **$** 150,000 |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 150,000 | **#** 1100-21700-42300-53210-99999 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Select |

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

| **Expense Occurrence** | |
|---|---|

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | HARRIS, CLINT E. | | |
| **Division Director** | GBYRD | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | GBYRD | | |

| **Distribution List** | |
|---|---|
| Traci Gering traci@asphaltsupply.net | ceharris@spokanecity.org |
| jwthomas@spokanecity.org | kaiumu@spokanecity.org |
| streetaccounting@spokanecity.org | rrinderle@spokanecity.org |
| | |
| | |

# Contract Summary

## Road Surface and Repair Materials

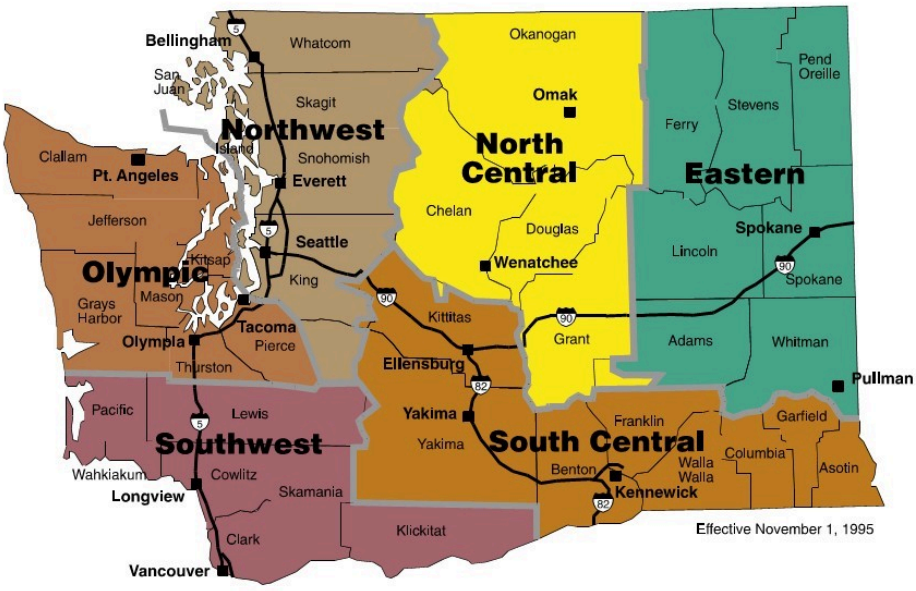
See vendors on this contract and their certifications

Contract #: 05124 Replaces: 07121 Contract Type: STATEWIDE CONTRACT

**Notice, This Page is Under Construction! Please forgive any broken links/issues**
Awarded Contractors will be added as we work through the onboarding process with Contractors.

**Contract Scope**
This statewide contract enables purchasers to obtain Roadway Maintenance Products, including emulsions, sealants, and other items typically used by the Washington State Department of Transportation, as well as Washington Counties and Cities responsible for road maintenance. Customers are advised to review the detailed specifications and requirements for each item to ensure they meet their specific needs.

**Regions**
This contract was awarded regionally. Please see the map below to identify each county's assigned region.




**Northwest**: San Juan, Whatcom, Skagit, Island, Snohomish, King
**North Central**: Okanogan, Chelan, Douglas, Grant
**Olympic**: Clallam, Jefferson, Grays Harbor, Mason, Kitsap, Thurston, Pierce
**Southwest**: Pacific, Wahkiakum, Lewis, Cowlitz, Clark, Skamania, Klickitat
**South Central**: Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin
**Eastern**: Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman

**How to Use this Contract**
1. Reference DES Contract No. 05124 on your Agency's Purchase Order.
2. Review the Contractor information to find product offerings, pricing, and contact information for each Main Award Contractor.
3. Purchasers should be advised that delivery is **not included for most line items** in the price.

4. Contact the sales representatives directly to consult about their products and services, and request a quote for shipping if desired.
5. Consult the Frequently Asked Questions (FAQ) for common questions on this contract.
6. Contact the Contract Administrator Carmen Hill for assistance or any questions.
7. Purchasers are encouraged to complete the contractor feedback form: Vendor and Contract Performance Feedback.

---

**CONTRACTOR INFORMATION**

**Arrow Construction Supply, LLC**
Regions: ALL
Category 2, Subcategory: A, B1, B2, B3, C1, C2, C3, C5, D1, D2, D3, D4, D5, D6, D7, F1, F2, F4
Category 4, Subcategory: A2, A3, C2, F1, F4
Category 5, Subcategory: A1, A2
Traci Gering | Phone: 509-368-9460
Contract | Pricing

**Crafco, Inc.**
*Contract Award Pending*

**Coral Sales Co.**
Regions: ALL
Category 2, Subcategory: D6
Category 2, Subcategories: C1 & D1
Jamie Bernstein | Phone: 503-344-1782
Contract | Pricing

**Ergon Asphalt & Emulsions, Inc.**
Regions: South Central, North Central, Eastern
Category 1, Subcategory: B1, B2
Brian Mellon | Phone: 509-487-4560
Contract | Pricing

**Kent's Oil Service dba**
*Contract Award Pending*

**Lakeside Industries, Inc.**
Regions: ALL
Category 2, Subcategories: A, D2, D3, D4, D5, D6, D7
Rob Rosson | Phone: 425-677-6833
Contract | Pricing

**Maxwell Products, Inc.**
Regions: ALL
Category 2, Subcategories: B1, B2, B3, C1, C2, C3, C5
Nicole Maxwell | Phone: 801-433-4347
Contract | Pricing

**Phoscrete Corp.**
Regions: ALL
Category 4, Subcategories: A2, A3, B1, F4
Erica Gerhart | Phone: 561-420-0595 x1201
Contract | Pricing

**SealMaster Washington (R5)**
Regions: ALL
Category 2, Subcategories: B1, B2, C3, D3, E, F2
Category 5, Subcategory: A1
Regions: Olympic, Northwest, South Central, North Central, Eastern
Category 2, Subcategories: C1, C2, C5, D2, D5
Steve Dalzell | Phone: 503-329-5979

Contract | Pricing

DES has ensured this procurement meets RCW 39.26, follows State of Washington Current Procurement Policies, follows DES procurement process, and DES has determined that entering into this master contract will be in the best interest of the State of Washington.

Effective Date: 02-01-2026 Est. Annual Worth: $1,000,000
Current Term Ends On: 01-31-2029
Final Term Ends On: 01-31-2032
Commodity Code(s): 745-02, 745-04, 745-05, 745-06, 745-07, 745-08, 745-10, 745-12, 745-11, 745-13, 745-14, 745-21, 745-28, 745-31, 745-35, 745-42, 745-45, 745-49, 745-50, 745-56, 745-63, 745-65, 745-67, 745-68, 745-70, 745-77, 745-80, 745-86, 745-84, 745-87, 750-21, 750-32, 750-28, 750-30, 750-33, 750-42, 750-45, 750-50, 750-52, 750-60, 750-62, 750-70, 750-72, 750-91, 750-96, 150-12, 315-10, 315-30, 745-01, 750-14, 750-35, 750-51, 750-54, 750-56, 750-59, 750-93, 750-95, 755-06, 755-08, 755-37, 755-43, 755-10, 755-15, 755-20, 755-25, 755-30, 755-35, 755-40, 755-45, 755-47, 755-80, 755-50, 755-55, 755-60, 755-65, 755-70, 755-73, 755-74, 755-75, 755-85, 755-95, 755-90, 967-18, 929-12, 929-14, 929-15, 750-07, 750-49, 913-71, 961-54, 750-77, 750-84, 770-77, 750-89, 085-85, 830-64, 830-67, 755-92, 967-12, 210-07, 210-10, 210-15, 914-30, 929-32, 906-19, 210-16, 210-17, 210-18, 929-29, 929-30, 961-18, 192-25, 210-26, 210-27, 150-16, 330-10, 570-25, 150-35, 210-35, 550-31, 210-45, 890-40, 210-47, 210-55, 658-34, 150-60, 210-80, 545-86, 210-85, 825-90
Diversity: 0% WBE 0% MBE
# of Bids Received: 11

Contact Info: Carmen Hill (360) 407-9425
carmen.hill@des.wa.gov

Secondary Contact Info: Julie Hannah (360) 407-8219
julie.hannah@des.wa.gov

Vendor and Contract Performance Feedback Form
Please send an email request to the Contract Administrator for copies of any submitted feedback
See the list of customers and vendors for the contract

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
- Customer Communication Profile

- Arrow Construction Price Sheet
- Coral Sales Price Sheet
- Ergon Asphalt & Emulsions Price Sheet
- Lakeside Industries, Inc. Price Sheet
- Maxwell Products, Inc. Price Sheet
- Phoscrete Price Sheet
- Pricing & Ordering
- SealMaster Washington Price Sheet
- Arrow Construction Contract
- Coral Sales Contract
- Ergon Asphalt & Emulsions Contract
- Lakeside Industries Contract
- Maxwell Products Contract
- Phoscrete Contract
- R5 dba SealMaster Contract

- Albina Asphalt Bid
- Albina Asphalt Bid Price
- Arrow Construction Bid
- Arrow Construction Bid Price

- Competitive Solicitation
- Competitive Solicitation Bid Price Sheet
- Coral Sales Bid
- Ergon Bid
- Ergon Bid Price
- Lakeside Industries, Inc. Bid
- Lakeside Industries, Inc. Bid Price
- Maxwell Bid
- Maxwell Bid Price
- Seal Master Portland Bid
- Seal Master Portland Bid Price
- Competitive Solicitation Amendments
- Frequently Asked Questions (FAQ)

## Showing 1 to 7 of 7 Vendors

All Vendors Per Page.

Search Vendors:

1

| Vendor | Vendor # | OMWBE | Small Business | Veteran | Considerations / Preferences | Award Type |
|---|---|---|---|---|---|---|
| ARROW CONSTRUCTION SUPPLY, LLC | W6633 | | | | | Main |
| CORAL SALES COMPANY | W232 | | | | | Main |
| ERGON ASPHALT & EMULSIONS, INC. | W25182 | | | | | Main |
| LAKESIDE INDUSTRIES, INC. | W30003 | | | | | Main |
| MAXWELL PRODUCTS, INC. | W7706 | | | | | Main |
| PHOSCRETE CORPORATION | W37957 | | | | | Main |
| R5 INC. | W112202 | | | | | Main |

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

Award Types = Main, Reserved, and Main/Reserved

= Veteran Owned
= Small Business
= Preference Contract w/ Green Recycled Content
= *Preference Executive Order 18-03

= *Preference Electronic Products Purchasing

HFC = *Preference Hydrofluorocarbons Products Purchasing

Hg = *Preference Nonmercury-Added Products Purchasing

PCB = *Preference Polychlorinated Biphenyls (PCBs) Purchasing

* = Newly Added Icon.

= All Other Green Considerations

**Find a Contracts Specialist**



© Copyright 2023 - Department of Enterprise Services

Washington State Department of Revenue

Business Lookup

# License Information:

New search Back to results

**Entity name:** ARROW CONSTRUCTION SUPPLY, LLC

**Business name:** ARROW CONSTRUCTION SUPPLY, INC.

**Entity type:** Limited Liability Company

**UBI #:** 601-883-645

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:**
9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

**Mailing address:**
9915 E TRENT AVE
SPOKANE VALLEY WA 99206-4204

**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 |
|---|---|---|---|---|---|---|
| Millwood General Business | | | | Active | Jun-30-2026 | Oct-14-2019 |
| Spokane General Business - Non-Resident | T12034429BL | | | Active | Jun-30-2026 | Oct-15-2012 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| ARROW CONSTRUCTION HOLDINGS LLC | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| ARROW CONSTRUCTION SUPPLY, LLC | Active | Dec-15-2023 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/12/2026 3:07:31 PM

**Contact us**

How are we doing?
**Take our survey!**

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

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/3/2026 | | |
| **Clerk's File #** | OPR 2021-0185 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | PARKING SERVICES | **Bid #** | RFP 5315-20 |
| **Contact Name/Phone** | JESTEN RAY 6819 | **Requisition #** | CR 28435 |
| **Contact E-Mail** | JRAY@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PARKING MANAGEMENT SYSTEMS CONTRACT RENEWAL #1 | | |

## Agenda Wording

Electronic Data Collection Corporation (EDC) provides the City with Parking Management Systems. The original contract term was 5 years with the option for annual renewal. This is the first contract renewal with amendment which will run from March 15 , 2026 to March 14, 2027. The anticipated expense is $300,000 and revenue is $1.4 Million.

## Summary (Background)

Electronic Data Collection (EDC) has provided 1) citation management system with interactive voice response, 2) mobile enforcement app, 3) permit management system, 4) customer web payment portal, and 5) mobile license plate recognition system since 2021. We use EDC for all parking tickets written, any parking permits that are not space based, and to enforce using license plates and time stays. This is the first contract renewal which extends the contract to March 14, 2027 and amends the Cost and Fees (Exhibit E) to remove old equipment no longer available and adds a few new items available to us. The anticipated expense is $300,000 and revenue is $1.4 Million.

**What impacts would the proposal have on historically excluded communities?**

The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. This item supports the operations of Parking Services.

**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?**

We do not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.

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

Parking Services follows the City's established procurement 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?**

Contract aligns with Parking Services goals.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 300,000 |
| Current Year Cost | $ 300,000 |
| Subsequent Year(s) Cost | $ TBD |

## Narrative

The contract is revenue generating due to ticket payments and permits.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 300,0000 | # 1460-21200-21710-54214-24003 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Select |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | Recurring |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | RAY, JESTEN | PURCHASING | GBYRD |
| Division Director | GBYRD | | |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | HARRINGTON, | | |
| For the Mayor | GBYRD | | |

## Distribution List

| | |
|---|---|
| Chris Genung chris@aimsparking.com | jray@spokanecity.org |
| parkingservicesaccounting@spokanecity.org | adbrown@spokanecity.org |
| jsnyder@spokanecity.org | |
| | |
| | |

City Clerk's No. OPR 2021-0185

# CITY OF SPOKANE

## CONTRACT RENEWAL AMENDMENT

Title: **PARKING MANAGEMENT SYSTEMS**

This Contract Renewal Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ELECTRONIC DATA COLLECTION CORPORATION, (EDC)**, whose address is 105 Wyoming Street, Suite 300, Syracuse, New York 13204, 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 the City with a Parking Management Systems; and*

*WHEREAS, changes have been made to the Costs and Fees; thus the original Contract needs to be formally Amended by this written document; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document; and*

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

**1. CONTRACT DOCUMENTS.**
The Contract, dated March 24, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**
This Contract Renewal Amendment shall become effective on March 15, 2026 and shall run through March 14, 2027.

**3. AMENDMENT.**
Exhibit E – Costs and Fees has been updated and is attached hereto..

**4. COMPENSATION.**
The City shall pay an amount not to exceed **THREE HUNDRED THOUSAND AND 00/100 DOLLARS** (**$300,000.00**), plus applicable sales tax, payable in accordance with Exhibit E attached hereto, for everything furnished and done under this Contract Renewal Amendment. 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 Renewal Amendment by having legally-binding representatives affix their signatures below.

| **ELECTRONIC DATA COLLECTION CORPORATION, (EDC)** | **CITY OF SPOKANE** |
|---|---|
| By_____ | By_____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Type or Print Name | Type or Print Name |
| _____ | _____ |
| Title | Title |
| Attest: | Approved as to form: |
| _____ | _____ |
| City Clerk | Assistant City Attorney |

**Attachments to this Contract Amendment**
Certification Regarding Debarment
Exhibit E – Costs and Fees

26-025a

**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)<br>Title of Certifying Official (Type or Print) | Signature<br>Date (Type or Print) |

# City of Spokane Parking Management Systems Costs and Fees

| Item | Description | Price | Unit or Period |
|---|---|---|---|
| **1. Hardware** | | | |
| Zebra ZQ511 | 3" Direct Thermal Mobile Printer | $927.00 | Each |
| ZQ511 Accessory | Shoulder Strap ( P1051921) | $13.00 | Each |
| ZQ511 Adapter | AC Adapter (P1031365-024) | $75.00 | Each |
| ZQ511 Battery | Battery ( P1031365-059) | $131.20 | Each |
| ZQ510 Battery | ZQ510 Battery | $131.20 | Each |
| PAX A80 | LAN P2PE Credit Card Device Retail Pad | $360.00 | Each |
| PAX A920 Pro | WiFi/Cellular P2PE Credit Card Device | $459.00 | Each |
| PAX A6650 Mix | Cellular P2PE Android Smartphone (Included with AIMS Events POS App) | $754.00 | Each |
| **2. Parking Management Software** | | | |
| AIMS Parking Management Software | Single Agency Use Software Site License (01222100224). EDC hosted environment with an unlimited number of users. | $0.00 | 1 |
| **3. Software Handhelds (reoccurring)** | | | |
| AIMS Mobile Enforcement (Ticketer) APP (Fee) | Parking Citation Issuance transmitted real time to AIMS Parking Management System database. Integrates with pay by space, pay by plate and LPR. (Android) | $208.00 | Each device a month |
| **4. Citation Management System (reoccurring)** | | | |
| AIMS Citation Management System Subscription | Adjudication, Register Owner/Vehicle Identification Number lookups, Registration holds, EROL out of state lookups, Boot and Tow Module. | $7,686.45 | Month |
| Citation Fee Online Payment Transaction | Customer convenience fee for online payment transaction through AIMS Web. | $.15 | Each |
| Citation Fee IVR Payment Transaction | Customer convenience fee for payment transaction through Interactive Voice Response (IVR) System. | $3.25 | Each |
| Citation Bill Print & Mail | 8.5"x11" 24 lbs white paper stock with perforated return payment coupon. Return payment envelope. CASS address validation. Optional NCOA Address updates cost $0.35 each. Postage prepaid and billed monthly. | $0.60 | Each |
| IVR System | Dedicated phone number and setup for customers to call in to pay parking citation with a credit card from phone prompts in English and other languages the customer can choose from (44). Can be cancelled at any time with 30-day notice, minimum of one year use. $3.25 per transaction, minimum $500/month. 7% Monthly FCC Fee. | $500.00 | Month |
| **5. Permit Management System (reoccurring)** | | | |
| AIMS Permit Management System Subscription | Permit management software, services, and support. | $5,124.30 | Month |
| Permit Fee Online Payment Transaction | Customer convenience fee for online permit payment (space or license plate based). | $.15 | Each |
| **6. AIMS Web** | | | |
| AIMS Web | Online customer web portal that connects in real time to AIMS Parking Management System database. AIMS hosts the server for AIMS Web + online customer portal. | $0.00 | n/a |
| | | | |
| **7. License Plate Recognition (LPR) System** | | | |
| **Hardware** | | | |
| AIMS Mobile LPR Enforcement System | Camera equipment* (AutoVu SharpZ3), in-vehicle laptop**, laptop mounting equipment, communications equipment (GPS technology), and all associated mounting hardware and cables.<br>*Equipment comes with a 1-year repair and return warranty.<br>**Laptop has a 5-year warranty from Panasonic. | $30,954.00 | Unit |
| Installation | Genetec AutoVu LPR Camera's installed on-site in Spokane, system set-up with real-time integration with AIMS. | $5,000.00 | Unit |
| Shipping | Fee to Ship LPR equipment. | $500.00 | Unit |
| **Software** | | | |
| Patroller and Security Desk | Patroller (in-vehicle) and Security Desk (desktop) training and testing. Includes licensing and software fees, system integration costs, interface and report development. | $5,000.00 | 1 |
| Hosting (reoccurring) | Data storage and maintenance - Genetec Security Center LPR server. | $4,800.00 | Annual |
| **Warranty** | | | |
| Repair and Return | The LPR hardware comes with a 1-year repair and return warranty. | $0.00 | Unit |
| Advance Swap | AU-K-CXX upgrade from return and repair to Advanced Swap warranty service for first year.<br>(AU-K-CXX-EWUP-1Y) | $558.60 | Unit |
| **Extended coverage must be prepaid and maxes out at 5 years** | | | |
| Extended Repair and Return | 1 Years additional coverage for AU-K-CXX kit with Return and Repair | $2,633.40 | Unit |

| | | | |
|---|---|---|---|
| | coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-1Y) | | |
| | 2 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-2Y) | $4,740.12 | Unit |
| | 3 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-3Y) | $6,715.17 | Unit |
| | 4 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-4Y) | $8,426.88 | Unit |
| Extended Advance Swap | 1 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-1Y) | $3,192.00 | Unit |
| | 2 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-2Y) | $5,745.60 | Unit |
| | 3 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-3Y) | $8,139.60 | Unit |
| | 4 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-4Y) | $10,214.40 | Each |
| **8. Handheld Citation Paper Stock** | | | |
| Zebra ZQ510/511 | | | |
| | 200 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $14.85 | Roll |
| | 300 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $13.65 | Roll |
| | 400 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $12.70 | Roll |
| | 500 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $11.60 | Roll |
| | 1000 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $10.15 | Roll |
| | 2000 Rolls (4 Color) for Thermal Printer 3” x 8” (20# Poly Thermal) (90/Roll) | $9.85 | Roll |
| **9. Add-on Options** | | | |
| AIMS Code Enforcement Module | | $5,143.00 | Annual |
| AIMS Carpool Module | | $3,429.00 | Annual |
| AIMS Event System | Special Events Module. | $6,857.00 | Annual |
| AIMS eTicketing Module | Tool for virtual enforcement. | $1,714.00 | Annual |
| AIMS MobilePay | Parking Pay by Phone App (does not include additional $0.25 per transaction invoiced monthly). | $500.00 | Annual |
| Text Communications | Does not include additional $.025 per text invoiced monthly. | $500.00 | Annual |
| Email Communications | If using AIMS e-mail server. | $500.00 | Annual |
| **10. Additional Fees** | | | |
| PAX S300/A80/A920 Pro | Monthly Fee per device (in use, if not in use $5.00). | $20.00 | Month |
| PAX S300/A80/A920 Pro | Transaction Fee. | $.20 | Each |
| Customization Rate | Hour rate for specialized report that is customized for Spokane | $275.00 | Hour |
| AIMS Test Server | Test setup fee $500 each time server is turned on. | $400.00 | Month |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2026

**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**<br>Haylor, Freyer, & Coon, Inc.<br>PO Box 4743<br>Syracuse NY 13221 | **CONTACT NAME:** Kelly J. Kehoskie<br>**PHONE (A/C, No, Ext):** 315-703-3206 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** kkehoskie@haylor.com |
| **INSURED** EDCCORP<br>EDC Corp<br>105 Wyoming Street Suite 300<br>Syracuse NY 13204 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Hartford Fire Insurance. Co. 19682<br>**INSURER B :** Hartford Accident & Indemnity Co. 22357<br>**INSURER C :** Phoenix Insurance Co 25623<br>**INSURER D :** Hartford Companies 19682<br>**INSURER E :** Scottsdale Insurance Company 41297<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1897358203 **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**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | | | 01SBAKF0028 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 01UECZL4022 | 4/17/2025 | 4/17/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | 01SBAKF0028 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB6N9886602542 | 8/15/2025 | 8/15/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D<br>E | Technology Errors & Ommissions/<br>Cyber Liability<br>Excess Cyber | | | 01TE028481822<br>EKS3585529 | 5/28/2025<br>8/6/2025 | 5/28/2026<br>5/26/2026 | $5,000,000<br>$25,000 Retention<br>$5,000,000 | $5,000,000 Aggrega<br>$5,000,000 Aggrega |

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

Data Privacy and Network Security Liability (Cyber Liability) is included as part of the Failsafe Technology E&O Coverage per form FS00G003.

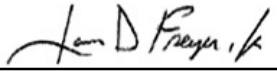
**CERTIFICATE HOLDER**

City of Spokane
808 West Spokane Falls Blvd
Spokane WA 99201

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# License Information:



**Entity name:** ELECTRONIC DATA COLLECTION CORPORATION

**Business name:** ELECTRONIC DATA COLLECTION CORPORATION

**Entity type:** Corporation

**UBI #:** 604-712-644

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:**
105 WYOMING ST
STE 300
SYRACUSE NY 13204-2981

**Mailing address:**
105 WYOMING ST
STE 300
SYRACUSE NY 13204-2981

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Spokane General Business - Non-Resident | | | | Active | Feb-28-2027 | Feb-16-2021 |

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/27/2026 | | |
| **Clerk's File #** | OPR 2026-0231 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | PUBLIC WORKS | **Bid #** | |
| **Contact Name/Phone** | MARLENE FEIST 509-625-6505 | **Requisition #** | |
| **Contact E-Mail** | MFEIST@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE ZZAPPONE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | INTERDEPARTMENTAL AGREEMENT REGARDING GREEN AREA MAINTENANCE | | |

## Agenda Wording

The Public Works Division is seeking to adopt the Interdepartmental Agreement between the City of Spokane Public Works Division, Streets, and Parks & Recreation Departments regarding the green area maintenance program. This agreement shall remain in effect beginning April 1st, 2026, and shall remain in effect for a period of (5) years.

## Summary (Background)

Public Works has traditionally maintained green spaces in the public right of way and adjacent areas, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure. Additionally, there are hundreds of locations city wide that are currently being maintained by Public Works and the Streets department, which do not support Public Works or Streets activities. In 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project). This Pilot Project has been a successful collaboration between parties and all parties mutually wish to extend this agreement for a 5-year term. The City's budget for 2026 includes four (4) positions established for the Pilot Project, which included an Irrigation Specialist, Laborer II, Laborer I, and Gardener, as well as funding for two (2) new positions as part of this program (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions would transfer to the Parks Department.

**What impacts would the proposal have on historically excluded communities?**

The coordination and consolidation of the individual green areas and right-of way activities will not only benefit the Public Works, Streets, and Parks Departments, it will serve the citizens of the City of Spokane.

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

An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, addition of new properties, urban trees, and address any other necessary changes.

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

A joint review will be conducted annually to review areas, add new areas, and review funding and capital needs for the continued operation of the program. Call logs from 311 regarding to green area maintenance will also be reviewed to ensure that areas are being maintained to meet the aesthetic expectations of the residents.

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

This work is consistent with annual budget strategies to limit costs and approved projects.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 5,500,000.00 |
| Current Year Cost | $ 1,100,000.00 |
| Subsequent Year(s) Cost | $ 1,100,000.00 |

## Narrative

The Parties agree that Public Works and Streets together shall pay annually the sum of $1,100,000 to Parks to maintain the areas traditionally maintained by Public Works and Streets. One third (1/3) provided by Street and two thirds (2/3) provided by PW.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 366,666.00 | # 1100-21700-42300-54141-99999 |
| Expense | $ 366,667.00 | # 4310-30210-35141-54801-99999 |
| Expense | $ 366,667.00 | # 4100-42455-34145-54801-99999 |
| 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 | FEIST, MARLENE | | |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | SCHOEDEL, ELIZABETH | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| mfeist@spokanecity.org | caveryt@spokanecity.org |
| jsalstrom@spokanecity.org | eschoedel@spokanecity.org |
| mpiccolo@spokanecity.org | mmarroquin@spokanecity.org |
| streetaccounting@spokanecity.org | ceharris@spokanecity.org |
| jsnyder@spokanecity.org | |

City Clerk's No. OPR 2026-0231

# INTERDEPARTMENTAL AGREEMENT BETWEEN PUBLIC WORKS, STREETS, AND PARKS & RECREATION DEPARTMENTS REGARDING GREEN AREA MAINTENANCE PROGRAM

THIS AGREEMENT is between the City of Spokane, Public Works Division, on behalf of the Water and Wastewater Management departments, located at Second Floor City Hall, 808 W. Spokane Falls Blvd, Spokane, Washington 99201, hereafter referred to as "Public Works", the City of Spokane Streets Department, located at 901 N. Nelson Street, Spokane Washington, 99202, herein referred to as "Streets", and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks"; collectively referred to as "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Water and Hydroelectric Utility pursuant to chapter 35.92 RCW and other applicable laws. The City also owns and operates a-Wastewater Utility pursuant to chapter 35.67 RCW and other applicable laws. Public Works operates the Water Department and-Wastewater Department as separate systems and enterprises; and

WHEREAS, the Street Department, generally is responsible for managing the City's street system, which encompasses much of the public right of way within the City boundaries; and,

WHEREAS, Public Works has traditionally maintained green spaces in the public right of way, including traffic medians, stormwater management facilities, and related facilities, which are directly appurtenant to and support utility infrastructure; and

WHEREAS, the City, through its Parks Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and manages thousands of acres of open/green space; and

WHEREAS, the Parks Department is the City's green area maintenance specialists and is well-suited to take on responsibilities for the green areas located near and within right of ways, gaining efficiencies of scale by consolidating this work with its regular park's maintenance activities; and

WHEREAS, currently there are hundreds of locations city wide that are being maintained by Public Works and Streets departments, which do not support Public Works or Streets activities and

WHEREAS, in 2024, Public Works and Parks established a pilot project which transferred maintenance responsibilities for green areas which abut traditional right-of-way and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding (Pilot Project); and

WHEREAS, as part of the Pilot Project, the Water Department established 4 employee positions (Irrigation specialist, Laborer II, Laborer I, and Gardener) to support the maintenance of the green areas, and the Parties agree should be transferred to the Parks Department under this Agreement; and

WHEREAS, the City's budget for 2026 includes funding for two (2) new positions (Irrigation Specialist and Facilities Maintenance Foreperson) in the Water Department for this work; these positions should transfer to the Parks Department; and

WHEREAS, coordination and consolidation of the individual green areas and right-of-way activities benefits Public Works, Streets, and Parks Departments, along with the citizens of the City of Spokane; and

WHEREAS, the Parties now wish to memorialize the Pilot Project and have negotiated terms and conditions to transfer the responsibility of caring for some of these facilities to Parks, outlined herein:

NOW THEREFORE, the Parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Public Works on behalf of Water and Wastewater is represented by the Director of Public Works. The Streets Department is represented by the Streets Director. Parks is represented by the Parks Board acting through the Parks Director.

2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:

    2.1 Establishing a green area maintenance program to maintain the City's green areas within the public right of way to include without

limitation program plan development, project management, mowing, clean up, weed control, tree care, edging maintenance, etc.

2.2 Memorialize the Pilot Project established by the Parties on April 1st, 2024, which transferred maintenance responsibilities for areas abutting traditional right-of-way activities and supported water, wastewater and/or stormwater utility infrastructure to the Parks Department in exchange for funding.

3. DURATION: This Agreement shall remain in effect beginning April 1st, 2026 and shall remain in effect for a period of five (5) years. The Agreement may be extended upon written agreement by all Parties for an additional five (5) years. Either Party may provide the other Parties 30 days' notice to terminate the agreement. An annual review shall be conducted and program updates made accordingly. This annual review will include level of service, changes to the program, budget, addition of new properties, urban trees, and address any other necessary changes.

4. TERMS:

4.1 Parks will be responsible for maintenance of green areas and natural areas located within or next to the right of way within the City's boundaries for the duration of this Agreement as identified in the following map:
Green Area Maintenance Map

4.2 Maintenance of the designated areas abutting and located within the right-of-way shall include the following: program plan development; project management, mowing, clean up, weed control, tree care, edging maintenance, fertilizing, landscaping, etc. for identified City-owned properties located within the City's boundaries.

4.3 The Water Department agrees that the 4 positions previously part of the pilot project should be transferred to the Parks Department (Irrigation specialist, Laborer II, Laborer I, and Gardener) upon execution of this Agreement and in accordance with the City process for budgeting.

4.4 The Water Department agrees that the two (2) additional new position established in the 2026 budget should be transferred to the Parks Department (Irrigation Specialist and Facilities Maintenance Foreperson) in accordance with the City processes for budgeting.

4.5 Water agrees to pay for water used for irrigation at the green area locations within the defined areas.

4.6 Parks, Public Works, and Streets staff shall work together with Integrated Capital Management and Engineering Services to develop irrigation and landscape standards for public rights of way to ensure ease of maintenance. The standards are to be considered when designing new projects.

4.7 New green areas that are constructed will be added annually to the list of locations to be maintained. Public Works will identify those locations at project design and provide Parks with written information. A request for the addition of the new sites shall be in writing to the Director of Parks and approved prior to work initiated on those sites.

4.8 Once new projects are identified, Public Works will work with Parks on short-term and long-term irrigation needs.

4.9 Any public complaints or issues regarding vegetation area maintenance received by 311 will be referred directly to the Parks Department to be addressed.

5. PAYMENT: As consideration, the Parties agree that Public Works and Streets together shall pay annually the sum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS ($1,100,000) to Parks to maintain the areas traditionally maintained by Public Works and Streets. The funding of this program shall be one third (1/3) provided by Streets and two thirds (2/3) provided by Public Works.

   Of this amount, $650,000 will be applied to cover the salary and benefits of the listed positions for 2026. This contribution for labor will be increased at the start of subsequent years by the annual Cost of Living Allowance provided in the 270L collective bargaining agreement. The additional amount will be applied to cover maintenance, fuel, contracted arborists, and other operational costs along with the creation of a capital replacement fund, managed by Parks. This sum shall be reviewed and evaluated by all Parties on an annual basis and adjusted as necessary. Any modification of this amount shall be in writing, signed by all Parties.

   In addition, upon execution of this agreement, the Water Department agrees to transfer the list of attached assets in Appendix “A” to the Parks Department to assist with completion of vegetation area maintenance activities. The Parks Department will be responsible for all costs associated with the maintenance of this equipment and future replacement costs.

6. INDEMNIFICATION:
   6.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be

put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.

6.2 Parks shall indemnify and hold harmless Public Works and Streets, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works and Streets, its employees and agents are determined to have acted negligently.

6.3 Streets shall indemnify and hold harmless Public Works and Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Streets, its employees and agents are determined to have acted negligently.

7. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.

8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.

9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: _____

CITY OF SPOKANE
PUBLIC WORKS DIVISION

_____
Director

CITY OF SPOKANE
STREETS DEPARTMENT

_____
Director

CITY OF SPOKANE
PARKS & RECREATION
DEPARTMENT

_____
Director

PARK BOARD APPROVED: _____
Date

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

# Appendix A
# Transferred Equipment List

- Small equipment trailers
    - 429387 Landscaping Trailer
    - 429388 Landscaping Trailer
    - 429413 PJ Trailer For Ventrac
    - 429412 PJ Trailer for Spray Rig

- 2024 Ford Lightning
    - 429340
    - 429341
    - 429342
    - 429343 – Traded for Merkel F250
- Ford F550 Irrigation Truck w/Compressor
    - 427505 (replacing 426980)
    - 426980 (truck stolen and totaled, recovered and sent to auction)
- Ford F250 Pickup
    - 426236
- Chevy Colorado
    - 426988
- Chevy 1500
    - 424626
- Weed Trimmers
    - W1163
    - W1227
    - W1602
    - W1603
    - W1604
    - W1607
    - W1608
    - W2401
    - W2402
    - W2505

- Push Mowers
    - W1168
    - W1223
    - W2404
    - W2405
    - W2406
    - W2407
    - W2408
    - W2409
- Riding Mowers
    - WG199919
        - SCAG VRide II 36”
    - W2420
        - TORO Z Master 4000
    - W6281
        - TORO Z Master 5000

- Backpack Blowers
    - W1230
    - W1231
    - W2415
    - W2416
- Handheld Blowers
    - W1296
    - W2403
    - W2501
    - W2502
- Hedge Trimmer
    - W386
- Chainsaw
    - W2412
- Brush Hog
    - W2410
- Spray Buggie
    - W2414
- Leaf Vac
    - W2413
- Ventrac
    - W2418
- Ventrac Deck (Rough Cut)
    - W2417
- Ventrac Deck (Fine Cut)

- W2419

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/2/2026 | | |
| **Clerk's File #** | OPR 2026-0250 | | |
| **Cross Ref #** | OPR 2025-0553 | | |
| **Project #** | | | |
| **Submitting Dept** | WASTEWATER MANAGEMENT | **Bid #** | |
| **Contact Name/Phone** | JAMES GEORGE X7908 | **Requisition #** | |
| **Contact E-Mail** | JGEORGE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | INTERAGENCY AGREEMENT (IAA NO. C2600100) - 6PPDQ STORMWATER | | |

## Agenda Wording

The City of Spokane stormwater program is requesting consent to enter into Interagency Agreement (IAA) number C2600100 with the Washington State Department of Ecology (Ecology) for direct funding in the amount of $117,271.75 to perform a 6PPDQ stormwater monitoring project.

## Summary (Background)

6PPDQ is an emergent contaminant associated with tire wear that is readily transported into local waterbodies via stormwater runoff. Salmonid fish species are sensitive to 6PPDQ, where it is toxic to rainbow trout and lethal to Coho salmon. A legislative proviso specific to funding 6PPDQ research projects to be administered by Ecology was included with the Washington State 2025-27 Biennium Operating Budget. The City of Spokane submitted a project proposal to Ecology in July 2025 requesting funding to determine the potential for gray stormwater infrastructure to sequester 6PPDQ. The scope of the proposed project is to monitor stormwater for 6PPDQ by measuring 6PPDQ concentrations in stormwater and sediment collected from storm sewer catch basins. The funding conditions, project tasks, and associated costs to implement stormwater monitoring from Q2 2026 through Q2 2027 are detailed in the IAA between the City of Spokane and Ecology. Total project costs up to $117,271.75 will be 100% reimbursed per the conditions of IAA No. C2600100, where the period of performance of the agreement will commence on the final signature date of the agreement and be completed by June 30, 2027. The PIES Committee was briefed on the proposed 6PPDQ project on July 21, 2025, and consent to receive funding was provided by the City Council on August 18, 2025. City Council's consent to enter IAA No. C2600100 with Ecology for funding to perform the proposed stormwater project is requested.

**What impacts would the proposal have on historically excluded communities?**

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

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

**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. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to proven scientific standards.

**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. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposed project aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans, and the Capital Facilities and Utilities Goals of the Comprehensive Plan, specifically CFU 5.3 Stormwater and NE 1.2 Stormwater Techniques.

**Council Subcommittee Review**

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | $ 117,271.75 |
| Current Year Cost | $ 117,271.75 |
| Subsequent Year(s) Cost | $ |

## Narrative

A draft contract agreement between the City of Spokane and Ecology for $117,271.75 of 100% reimbursable direct, non-grant funds is being developed to perform 6PPDQ monitoring (see attached).

| Amount | | Budget Account |
|---|---|---|
| Neutral | $ 117,271.75 | # 4330-43354-35148-54201-99999 |
| 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** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | GENNETT, RAYLENE | | |
| Division Director | FEIST, MARLENE | | |
| Accounting Manager | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

| Distribution List | |
|---|---|
| | sspence@spokanecity.org |
| kkeck@spokanecity.org | jgeorge@spokanecity.org |
| Tax & Licenses | rgennett@spokanecity.org |
| | |
| | |

# Committee Agenda Sheet
## Public Infrastructure, Environment & Sustainability Committee

| | |
|---|---|
| **Committee Date** | March 9, 2026 |
| **Submitting Department** | Wastewater Management – Stormwater |
| **Contact Name** | James George III (Trey) |
| **Contact Email & Phone** | jgeorge@spokanecity.org 509-625-7908 |
| **Council Sponsor(s)** | CM Klitzke |
| **Select Agenda Item Type** | ☒ Consent ☐ Discussion Time Requested: |
| **Agenda Item Name** | Interagency Agreement (IAA No. C2600100) – 6PPDQ Stormwater Project |
| **Proposed Council Action** | ☒ Approval to proceed to Legislative Agenda ☐ Information Only |
| **Summary (Background)**<br><br>*use the Fiscal Impact box below for relevant financial information | The City of Spokane stormwater program is requesting consent to enter into Interagency Agreement (IAA) number C2600100 with the Washington State Department of Ecology (Ecology) for direct funding in the amount of $117,271.75 to perform a 6PPDQ stormwater monitoring project.<br><br>6PPDQ is an emergent contaminant associated with tire wear that is readily transported into local waterbodies via stormwater runoff. Salmonid fish species are sensitive to 6PPDQ, where it is toxic to rainbow trout and lethal to Coho salmon. A legislative proviso specific to funding 6PPDQ research projects to be administered by Ecology was included with the Washington State 2025-27 Biennium Operating Budget.<br><br>The City of Spokane submitted a project proposal to Ecology in July 2025 requesting funding to determine the potential for gray stormwater infrastructure to sequester 6PPDQ. The scope of the proposed project is to monitor stormwater for 6PPDQ by measuring 6PPDQ concentrations in stormwater and sediment collected from storm sewer catch basins.<br><br>The funding conditions, project tasks, and associated costs to implement stormwater monitoring from Q2 2026 through Q2 2027 are detailed in the IAA between the City of Spokane and Ecology. Total project costs up to $117,271.75 will be 100% reimbursed per the conditions of IAA No. C2600100, where the period of performance of the agreement will commence on the final signature date of the agreement and be completed by June 30, 2027.<br><br>The PIES Committee was briefed on the proposed 6PPDQ project on July 21, 2025, and consent to receive funding was provided by the City Council on August 18, 2025.<br><br>City Council's consent to enter IAA No. C2600100 with Ecology for funding to perform the proposed stormwater project is requested. |

**Fiscal Impact**

**Approved in current year budget**? ☐ Yes ☐ No ☒ N/A

Total Cost: $117,271.75 (100% reimbursable)

Current year cost: $0

Subsequent year(s) cost: $0

**Narrative:** A draft contract agreement between the City of Spokane and Ecology for $117,271.75 of 100% reimbursable direct, non-grant funds is being developed to perform 6PPDQ monitoring (see attached).

**Funding Source** ☒ One-time ☐ Recurring ☐ N/A
Specify funding source: Select Funding Source*
Is this funding source sustainable for future years, months, etc? N/A

**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?

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

  This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

- 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. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to proven scientific standards.

- 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. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposed project aligns with the goals and strategies

of the City of Spokane's Comprehensive and Sustainability Action Plans, and the Capital Facilities and Utilities Goals of the Comprehensive Plan, specifically CFU 5.3 Stormwater and NE 1.2 Stormwater Techniques.

**Council Subcommittee Review**

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

DEPARTMENT OF ECOLOGY
State of Washington

**IAA No. C2600100**

# INTERAGENCY AGREEMENT (IAA)

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SPOKANE**

**THIS INTERAGENCY AGREEMENT** ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of Spokane hereinafter referred to as "SPOKANE" and "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is to establish funding for a municipal project that will monitor stormwater in City of Spokane Type-1 catch basins in order to determine the potential of the basins to remove 6PPDQ from urban stormwater runoff.

**WHEREAS,** ECOLOGY has legal authority (RCW 90.48 and WAC 173-22) and SPOKANE has legal authority (RCW 90.58 RCW and/or WAC 173-26) that allows each party to undertake the actions in this agreement.

## THEREFORE, IT IS MUTUALLY AGREED THAT:

### 1. SCOPE OF WORK

**SPOKANE** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget,* attached hereto and incorporated herein.

### 2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **February 15, 2026**, or the date of final signature, whichever comes later, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as

provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

## 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **176 WQ Permit Fees – 6PPD 2025-2027**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred seventeen thousand two hundred seventy-one dollars and seventy-five cents ($117,271.75), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Agreement, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

## 4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to Shelby.Giltner@ecy.wa.gov or:

State of Washington
Department of Ecology
Water Quality Program
Attn: Shelby Giltner
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a Monthly basis **or** at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

## 5. ALTERATIONS AND AMENDMENTS

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

## 6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## 7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## 8. CONFORMANCE

If any provision of this Agreement 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.

## 9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, 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. The parties may mutually agree to a different dispute resolution process.

## 10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## 11. GOVERNING LAW AND VENUE

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. This Agreement 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 the Superior Court for Thurston County.

## 12. 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.

## 13. ORDER OF PRECEDENCE

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:

a. Applicable federal and state of Washington statutes, regulations, and rules.

b. Mutually agreed upon written amendments to this Agreement.

c. This Agreement, number C2600100

d. Appendix A, *Statement of Work and Budget*.

*e.* Appendix B*, Special Terms and Conditions.*

f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## 14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## 15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## 16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## 17. 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.

## 18. SUBCONTRACTORS

a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

   Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with Office of Minority and Women's Business Enterprises (OMWBE), WA Dept. of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's Agreement representative.

b. Subcontractor Payment Reporting Requirements – Access Equity:

   This Agreement is subject to compliance tracking of subcontractor(s) spend using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at https://omwbe.diversitycompliance.com/. The Contractor and all Subcontractor(s) shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

   The Contractor may contact the Billing and Payment Procedures contact identified in section #4 for technical assistance in using the Access Equity system. Changes to the contact information may be communicated to the CONTRACTOR by email, and does not require an amendment.

   User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. ECOLOGY reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

   The Contractor shall:

a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
c. Report the amount and date of all payments
   i. received from ECOLOGY, and
   ii. paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final

Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.

d. Monitor Agreement payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
f. Require each Subcontractor to:
    i. register in Access Equity and complete the required user training.
    ii. verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
    iii. report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
    iv. respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
    v. coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

## 19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## 20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## 21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## 22. 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 unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

## 23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**The ECOLOGY Representative is:**

Name: Shelby Giltner
Address: P.O. Box 47600
Olympia, WA 98504
Phone: 360.790.4079
Email: Shelby.Giltner@ecy.wa.gov

**The City of Spokane Representative is:**

Name: James George III
Address: 909 E Sprague Ave
Spokane, WA 99202
Phone: 509.625.7908
Email: jgeorge@spokanecity.org

## 24. 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington**
**Department of Ecology**

By:

_____
Signature Date

John Kenning, PhD
Print Name

Water Quality Program Manager
Title

**City of Spokane**

By:

_____
Signature Date

Marlene C. Feist
Print Name

Public Works Director
Title

By:

_____
Signature Date

Elizabeth Schoedel
Print Name

Assistant City Attorney
Title

By:

Signature Date

Terri Pfister

Print Name

City Clerk

Title

# APPENDIX A

# STATEMENT OF WORK AND BUDGET

## Background

The chemical *N*-(1,3-dimethylbutyl)-*N′*-phenyl-1,4-benzenediamine (6PPD) is an additive to tire materials that hinders degradation. It also reacts with ozone to form 6PPD-quinone (6PPDQ). 6PPD is deposited along roadways as tires wear and it is readily transported by stormwater runoff into municipal storm sewer systems and local waterways. Fish species in the Salmonidae family exhibit various levels of toxicity to 6PPDQ, where 6PPDQ is acutely toxic to Rainbow trout but lethal to Coho salmon. The Redband trout is a subspecies of Rainbow trout that is the iconic fish of the Spokane River. Redband trout populations in the Spokane River have been severely reduced potentially due, in part, to pollutants in stormwater discharges including 6PPDQ.

Stormwater catch basins are designed to capture soil particles and sediment transported in stormwater runoff, and convey the stormwater with less total suspended solids to points of discharge (i.e. swales, outfalls, etc.). Aqueous stormwater pollutants (e.g. metals, organic chemicals, nutrients, etc.) may adsorb to soil and sediment suspended in stormwater at levels that are dependent on pollutant specific chemical properties. Capturing stormwater solids in catch basins also sequesters the pollutants adsorbed to solid particles. It is unknown to what extent gray stormwater infrastructure, specifically catch basins, removes 6PPDQ from stormwater runoff, if at all.

Municipal stormwater runoff in the City of Spokane is typically collected by gray stormwater infrastructure, which includes 16,000 publicly owned catch basins, for conveyance to infiltration Best Management Practices (BMPs) or outfalls to the Spokane River. The behavior of 6PPDQ in the city's catch basins needs to be better understood to adequately address the protection of Spokane River water quality and health of the Redband trout.

## Project Overview

This project aims to determine the potential of City of Spokane Type-1 catch basins to remove 6PPDQ from urban stormwater runoff. Stormwater monitoring stations will be established on a minor arterial and on a principal arterial that have average daily traffic counts of 5,001 – 10,000 and 10,001 – 25,000, respectively, in order to monitor catch basin influent and effluent at each location.

Two (2) catch basins and their corresponding downstream manholes will be modified with catch basin inserts, and equipment mounting hardware, among other appurtenances, to allow sampling equipment and temporary stormwater storage reservoirs to be set up. Catch basin inserts will be installed in each of the two (2) influent catch basins to mount a reservoir that will collect and temporarily store influent stormwater. Hardware will be installed in each of the downstream manholes to mount temporary storage reservoirs that will collect effluent stormwater from the corresponding catch basin discharge pipe. The effluent stormwater pipes in the downstream manholes will be isolated from other stormwater entering the manhole by a snout appurtenance.

### *Stormwater Monitoring System*

Autosamplers will be mounted inside each of the catch basins, and corresponding downstream manholes, to collect catch basin influent and effluent stormwater samples, respectively. Figure 1 illustrates the influent sampling system configuration, which consists of a catch basin insert with strainer, ISCO GLS Autosampler with Teledyne actuator, and a temporary stormwater storage reservoir. The temporary storage reservoir will be installed in the catch basin insert strainer directly below the vaned

grate to collect stormwater as it enters the catch basin. Anchoring hardware will be installed inside the barrels of the catch basins to suspend the auto sampler above the water line. The pump intake hose and the autosampler actuator will be secured inside the temporary storage reservoirs to trigger sampling and collect samples.

The effluent autosamplers will be mounted in the downstream manholes similarly to the influent autosamplers, however the temporary storage reservoirs will be installed underneath the catch basins effluent pipe and covered by a sewer snout to isolate the sample container from other stormwater sources in the manhole. Figure 2 illustrates the effluent sampling system configuration.

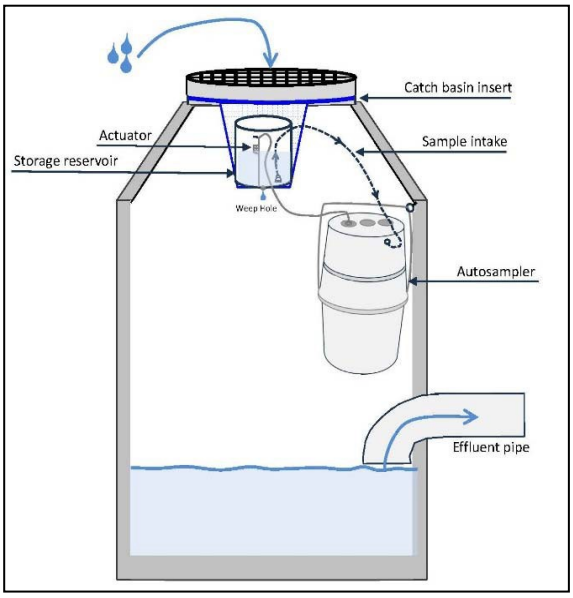



Figure 1. Influent monitoring set-up

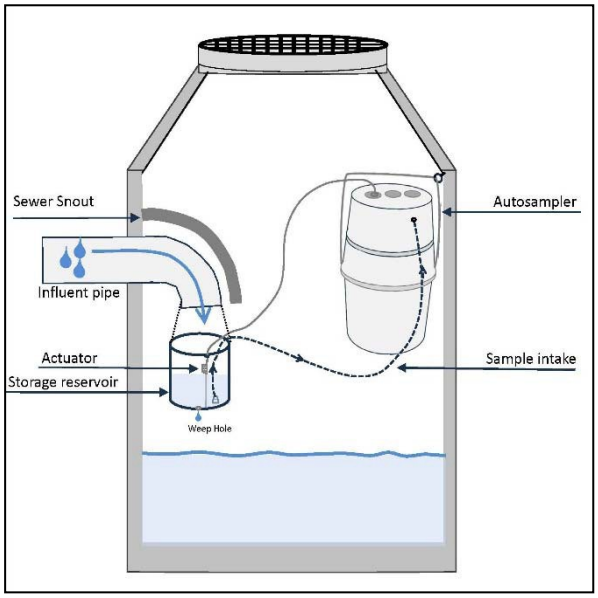



Figure 2. Effluent monitoring set-up

### *Stormwater Sampling*

Composite stormwater samples of catch basin influent and effluent will be collected from two (2) catch basins during the April 2026 – March 2027 wet season for up to ten (10) storms in order to determine the effects of the stormwater catchments on the behavior of 6PPDQ. National Oceanic and Atmospheric Administration (NOAA) forecasts will be monitored daily to identify promising storm events. When a qualifying storm event is anticipated (to be defined in the project Quality Assurance Project Plan (QAPP), autosamplers will be deployed to each of the monitoring stations and set up to be ready to capture influent and effluent samples. The autosamplers will be programmed to capture representative samples once triggered to collect samples for the anticipated duration of the predicted storm. The stormwater samples will be analyzed by Manchester Environmental Labs in Port Orchard, WA for the parameters identified in Table 1.

**Table 1. Laboratory Analyses of Catch Basin Stormwater**

| Analyte | Name |
|---|---|
| 6PPDQ | *N*-(1,3-dimethylbutyl)-*N*′-phenyl-1,4-benzenediamine quinone |
| PCB Congeners | Polychlorinated Biphenyl Congeners |
| TPH DRO | Total Petroleum Hydrocarbons Diesel Range Organics |
| SVOCs | Semi Volatile Organic Compounds |
| Oil & Grease | Oil & Grease |
| CBOD | Chemical Biological Oxygen Demand |
| NH3 | Ammonia |
| Total P | Total Phosphorous |
| Zn (dissolved) | Dissolved Zn |
| Zn (total) | Total Zinc |
| Cu (dissolved) | Dissolved Copper |
| Cu (total) | Total Copper |
| TSS | Total Suspended Solids |

The autosamplers will be recovered immediately following the storm event to prepare the samples for shipment to the laboratory under chain of custody protocols. The composite sample collected in the carboy of the autosampler will be used to fill sample bottles for each of the stormwater parameters in Table 1. The samples will be immediately placed in a cooler on ice, and couriered to FedEx for overnight shipment to Manchester Environmental Laboratory for analysis of the Table 1 pollutants.

**Sediment Sampling**

Sediment samples will be collected from the catch basin sump during the post-storm retrieval of the autosamplers for three (3) correlated storm events and analyzed for a sub-set of the stormwater parameters. Sediment samples will be collected with a long reach sample collection device, containerized, and shipped to Manchester Environmental Laboratory under and chain of custody protocols. Table 2 lists the analytical constituents that will be monitored in the sediment per this project.

**Table 2. Laboratory Analyses of Catch Basin Sediment**

| Analyte | Name |
|---|---|
| 6PPDQ | *N*-(1,3-dimethylbutyl)-*N*′-phenyl-1,4-benzenediamine quinone |
| PCB Congeners | Polychlorinated Biphenyl Congeners |
| SVOCs | Semi Volatile Organic Compounds |
| Zn (total) | Total Zinc |
| Cu (total) | Total Copper |

## Project Tasks

### Task 1: Project Management

The SPOKANE Project Manager and project team will conduct the following tasks:

a. Coordinate with ECOLOGY Point of Contact.
b. Provide monthly check-ins via email, phone or remote meeting to ECOLOGY as-needed.
c. Coordinate as-needed meetings with ECOLOGY Point of Contact.

The day-to-day management of the individual tasks is not included in this task but accounted for on an individual task basis.

**Deliverables:**

**D1.1:** Monthly Progress Updates delivered via email to the ECOLOGY Point of Contact
**Target Date:** Monthly until mutually reassessed for lessened frequency

### Task 2: Quality Assurance Project Plan

A Quality Assurance Project Plan (QAPP) will be developed that will contain the detailed approaches and requirements specific to the monitoring, sampling, data evaluation, and the reporting aspects of this project. The draft QAPP will be submitted to ECOLOGY for review, revised to address the comments received, and submitted to ECOLOGY for final approval.

**Deliverables:**

**D2.1:** Draft QAPP delivered via email to the ECOLOGY Point of Contact
**Target Date:** May 1, 2026

**D2.2:** Final QAPP delivered via email to the ECOLOGY Point of Contact
**Target Date:** June 15, 2026

### Task 3: Site Preparation and Equipment Purchasing

Two (2) catch basins and two (2) corresponding downstream manholes need to be modified to house a reservoir to temporarily store influent, and an autosampler to collect a representative sample from the reservoir while maintaining sample integrity. Figures 1 and 2 illustrate the catch basin/manhole modification designs that include installation of proprietary collection appurtenances for temporary stormwater storage and the sampling equipment.

SPOKANE will purchase the following equipment:

| Equipment/Material | Number Needed |
|---|---|
| Teledyne Actuators | 4 |
| ISCO Pump Tubing | 2 |
| ISCO PolyE Tubing | 1 |
| Catch Basin Insert | 2 |
| 5 Gallon Buckets with Lid | 2 |
| Sewer Snout | 1 |
| Mounting Hardware | 1 |

**Deliverables:**

**D2.1:** Equipment Receipts scanned and emailed to the ECOLOGY Point of Contact
**Target Date:** June 1, 2026

**D2.2:** Field Log with Photos Documenting Equipment Installation delivered via email to the ECOLOGY Point of Contact
**Target Date:** July 1, 2026

**Task 4: Storm Event Forecasting, Preparation, and Sample Collection**

The National Oceanic and Atmospheric Administration (NOAA) weather forecast for the Spokane region will be monitored daily during normal business hours to determine if a storm that meets the qualifying criteria defined in the QAPP is predicted. Upon identification of a qualifying storm, field personnel will be triggered to program autosamplers to collect samples across the projected storms hydrograph to obtain composite samples representative of the storm event. The autosampler programming protocol will be described in detail in the QAPP. The programed autosamplers will be deployed at the four (4) dedicated locations prior to the storm event in order to collect stormwater influent and effluent samples at two (2) locations.

The autosamplers will be retrieved following the storm event during business hours. The composited stormwater will be transferred in the field from the autosamplers' carboy to individual sample bottles for each of the monitored parameters, Table 1, for each of the influent and effluent samples. The sample bottles will be immediately placed in a cooler, preserved on ice, couriered to FedEx, and shipped overnight to the laboratory for analysis under chain of custody protocols. Sediment samples, Table 2, will be collected following three (3) of the ten (10) storm events and will follow the same protocols as the stormwater samples. The laboratory will be notified that the samples have been shipped.

**Deliverables:**

**D4.1:** Laboratory Electronic Data Deliverables and Chain of Custodies for Each Sampling Event delivered via email to the ECOLOGY Point of Contact
**Target Date:** Upon Receipt

**Task 5: Data Management and Reporting**

SPOKANE staff will develop a database to manage laboratory data during the project. Project staff will review the laboratory reports provided by the Manchester Environmental Lab to confirm the data validation and enter the data into the project analytical database. The data will be used to calculate pollutant removal efficiencies, identify pollutant concentration trends, and identify pollutant correlations, which will be thoroughly addressed in the project QAPP. A final report will be developed at the end of the study and provided to ECOLOGY that will present the data and discuss any observed trends or notable observations.

**Deliverables:**

**D5.1:** Draft Report delivered via email to the ECOLOGY Point of Contact
**Target Date:** April 1, 2027

**D5.2:** Final Report delivered via email to the ECOLOGY Point of Contact
**Target Date:** June 1, 2027

**D5.3:** Analytical Database delivered via email to the ECOLOGY Point of Contact
**Target Date:** June 1, 2027

**Document Accessibility Requirements**

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY's public web site, **namely, Final Report.** The CONTRACTOR shall provide these documents in both their "native format" (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker's report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility).

**Budget:**

| Task | Description | Amount |
|---|---|---|
| 1 | **Project Administration** | $14,989.50 |
| 2 | **Quality Assurance Project Plan** | $12,762.68 |
| 3 | **Site Preparation and Equipment Purchasing** | $25,442.93 |
| 4 | **Storm Event Forecasting, Preparation, and Sample Collection** | $46,717.44 |
| 5 | **Data Management and Reporting** | $17,359.20 |
| | **Total Project Cost** | **$117,271.75** |

**Budget:** $117,271.75 is divided among the tasks. Estimated dollar amounts assigned to the tasks may vary without need to amend the contract as long as the total budgeted amount does not exceed $117,271.75, subject to ECOLOGY's agreement.

# APPENDIX B
# SPECIAL TERMS AND CONDITIONS

1. Environmental Data Standards

   a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:

   - Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
   - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
   - Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 (Ecology Publication No. 04-03-030).
   - Submit the QAPP to ECOLOGY for review and approval before the start of the work.

   b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: http://www.ecy.wa.gov/eim.

   c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

2. Accessibility Requirements for Covered Technology

   CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/3/2026 | | |
| **Clerk's File #** | OPR 2026-0249 | | |
| **Cross Ref #** | | | |
| **Project #** | 2023133 | | |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6700 | **Requisition #** | CR 28434 |
| **Contact E-Mail** | DBULLER@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** YES | **Public Works?** YES | |
| **Agenda Item Name** | CONSULTANT AGREEMENT FREYA PALOUSE ROUNDABOUT DESIGN (FEDERAL) | | |

## Agenda Wording

Consultant Agreement with J-U-B Engineers, Inc. (Meridian, ID) for $502,700.00 for the design of the Freya-Palouse Roundabout Project 2023133. An administrative reserve of 10% of the contract price, will be set aside. (Southgate Neighborhood Council)

## Summary (Background)

This mostly federal funded project proposes to install a roundabout at Freya & Palouse. Due to the configuration of this intersection (see exhibit), this roundabout will require a unique design for which a consultant will be best suited. This project is proposed for construction in either 2027 or, depending on how quickly the required property can be acquired, 2028.

**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 | $ 552,970.00 |
| Current Year Cost | $ |
| Subsequent Year(s) Cost | $ |

## Narrative

This mostly federal funded project proposes to install a roundabout at Freya & Palouse.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 552,970.00 | # 3200 95164 95100 56501 86055 |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | One-Time |
| **Funding Source Type** | Grant |

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

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | BULLER, DAN | ACCOUNTING - | BROWN, SKYLER |
| Division Director | FEIST, MARLENE | PURCHASING | PRINCE, THEA |
| Accounting Manager | ZOLLINGER, NICHOLAS | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| Angela Comstock acomstock@jub.com | |
| publicworksaccounting@spokanecity.org | tax&licenses@spokanecity.org |
| eraea@spokanecity.org | dbuller@spokanecity.org |
| jradams@spokanecity.org | pyoung@spokanecity.org |
| mvallen@spokanecity.org | |

THOR ST.

PALOUSE HWY

FERRAL ST.

FREYA ST.

51ST AVE.

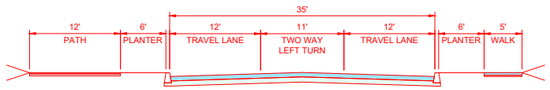
STA BUS PULLOUT

POTENTIAL STORM SWALES

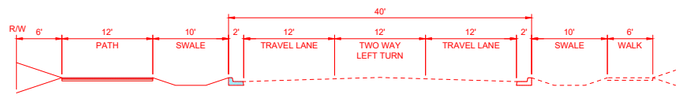
6' PLANTED BUFFER (TYP)

10' TRUCK APRON

10' STORM SWALE




PALOUSE HWY TYPICAL SECTION
NORTHWEST OF FREYA ST. - CITY OF SPOKANE




PALOUSE HWY TYPICAL SECTION
SOUTHEAST OF FREYA ST. - SPOKANE COUNTY

CITY OF SPOKANE
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

# FREYA ST. & PALOUSE HWY INTERSECTION

PROJECT #

ROUNDABOUT - OPTION 2

SHEET 1 OF 1

Plotted On: May 01, 2025 - 1:59pm C:\Users\jball\Documents\Working From Home\...old projects\Freya - Palouse Roundabout\10 - Drawings\Auto CAD\Freya-Palouse Roundabout.dwg

# *Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement*

Agreement Number: LA11093

| | |
|---|---|
| Firm/Organization Legal Name (do not use dba's): J-U-B Engineers, Inc. | |
| Address: 2760 W EXCURSION LN MERIDIAN ID 83642-5313 | Federal Aid Number: CDS-9932(083) |
| UBI Number: 600-069-551 | Federal TIN: 82-0290774 |
| Execution Date: 03/30/2026 | Completion Date: 12/31/2026 |
| 1099 Form Required: ☐ Yes ☒ No | Federal Participation: ☒ Yes ☐ No |
| Project Title: Palouse Highway-Freya Street Roundabout Project 2023133 | |
| Description of Work: Design of Freya/Palouse Roundabout | |
| ☐ Yes ☒ No DBE Participation<br>☐ Yes ☒ No MBE Participation<br>☐ Yes ☒ No WBE Participation<br>☐ Yes ☒ No SBE Participation | Maximum Amount Payable: $552,970.00 |

## Index of Exhibits


Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Jonathan Adams
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: jradams@spokanecity.org
Phone: 509-625-6267
Facsimile:

If to CONSULTANT:
Name: Angela Comstock
Agency: J-U-B Engineers, Inc.
Address: 2760 W EXCURSION LN
City: MERIDIAN State: ID Zip: ID 83642-53
Email: acomstock@jub.com
Phone: (509) 458-3727
Facsimile:

## IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Engineering Services

Agency: City of Spokane

Address: 808 W. Spokane Falls Blvd

City: Spokane State: WA Zip: 99201

Email: eraea@spokanecity.org

Phone: 509-625-6700

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

## XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

## XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

## XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

## XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

## XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

| | |
|---|---|
| Signature | Date |
| Signature | Date |

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# *Exhibit A*
# *Scope of Work*

Project No. 2023133

See attached.

J·U·B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.**
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Palouse-Freya Roundabout
**CLIENT:** City of Spokane
**J-U-B PROJECT NUMBER:** RP-26-
**CLIENT PROJECT NUMBER:** Click or tap here to enter text.
**ATTACHMENT TO:**
☒ **AGREEMENT DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

## PART 2 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Spokane intends to improve and reconstruct the intersection of Palouse Highway and Freya Street by constructing a 5-leg roundabout (or alternate configuration to convey traffic) at the Freya–Palouse–51st Avenue intersection and completing corridor improvements within the project limits described in the project charter and scope outline.

### Project Objectives

- Intersection Control: Build a 5-leg roundabout (or alternate configuration) at Freya–Palouse–51st; evaluate three concept options during the conceptual phase: Starfish, Peanut, and Dumbbell layouts.
- Roadway Reconstruction: Provide full depth roadway reconstruction within the identified limits: Freya St (50th to 500 ft north of 55th), Palouse Hwy (Thor to 55th), and 51st Ave (Freya to 400 ft west of Rebecca).
- Multimodal Facilities: Improve connections and construct sidewalks/pathways per the facility table within project limits.
- Water: Install 12-inch ductile iron water main from Thor St to Freya St, including an 8-inch stub out on Ferrall St connecting to Moody Townhomes/development.
- Stormwater: Provide stormwater treatment and conveyance (e.g., swales and other BMPs) as needed to treat/convey stormwater.
- Conduit/Vaults: Install 4-inch conduit and vaults for future improvements within project limits.

### Milestones (Goal Dates)

- NTP: March 20, 2026
- Conceptual Design: April 2026
- 30% Design: June 2026
- 60% Design: September 2026
- 90% Design: February 2027
- PS&E: March 2027 or following ROW acquisition

**Project Delivery Approach (Summary)**
J-U-B will develop and advance the design through Conceptual, 30%, 60%, 90%, and PS&E milestones, providing discipline coordination (utilities, stormwater, water/sewer utilities, roadway design, and plan production) and supporting City-led processes as defined (environmental documentation, public engagement, external agency coordination).

## PART 3 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

### A. Task 1: Project Management

The purpose of this task is to provide project management by J-U-B including contract management, team administration, subconsultant coordination/oversight, meeting facilitation, schedule alignment, and ongoing communications to keep the project on task and on schedule.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| 1.1 | **Project Start Up and Planning** Set up project in accounting/CAD systems, confirm project controls, initiate subconsultant coordination and internal execution planning. | City to provide available base files - survey/GIS/Utility as-built mapping (private and city owned) at NTP. | Internal project setup completed; baseline internal schedule and file structure. |
| 1.2 | **Project Kickoff Meeting** 1-hour virtual meeting focused on roles, responsibilities, communication plan, risks, milestone path, and review timelines. | | Agenda and meeting notes/minutes. |
| 1.3 | **Bi-Weekly External Team Meetings** Regular coordination meetings with the City to manage action items and confirm decisions. | Scope assumes 80% of weekly meetings occur (inactive periods removed). | Agendas and meeting notes/minutes as needed. |
| 1.4 | **Weekly Internal Design Team Meetings** Discipline coordination during active design periods. | Scope assumes 80% of weekly meetings occur (inactive periods removed). | Internal action items and coordination notes (internal). |
| 1.5 | **Administration of Team** PM oversight, coordination, invoicing support, schedule updates, QA/QC planning, and subconsultant management. | This task assumes 3% of overall staff hours. | Project administration and coordination (ongoing). |
| 1.6 | **Data Review and Integration** Convert and integrate City-provided base files into J-U-B standards; field check; identify missing data and prepare survey pickup request list if needed. | City provides survey/topo and utility base files; City performs additional survey pickup unless otherwise directed. | Integrated CAD base; field check notes; supplemental pickup request list (if needed). |

### B. Task 2: Survey

Topographic survey will be performed and provided by the City. J-U-B will perform a boundary survey, prepare a boundary base map, control diagrams, right of way plans, legals and exhibits to aid in the acquisition of property (acquisition led by City's subconsultant).

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| 2.1 | **Primary Control**<br>Establish a Primary control network consisting of strategically placed control monuments within and surrounding the project limits. The primary control network will be #5 rebar with plastic cap marked "J-U-B ENGINEERS INC CONTROL POINT" or other suitable stable monument. | Control points will be spaced as appropriate for design and construction needs.<br>Horizontal datum will be based on NAD83, Washington State Plane Coordinates, North Zone projected to ground values scaled about a control point located central to the project.<br>Vertical datum will be City/NAVD88.<br>Control points will be also be vertical benchmarks for the project. A closed and adjusted differential level-loop will be run through the control to achieve the desired level of accuracy. | |
| 2.2 | **Survey Records Research**<br>Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&F), Records of Survey, Subdivision Plats, Historical road records, right-of-way records, and others as appropriate. | Any monuments in jeopardy of being disturbed during future construction for this project will be tied and referenced for post-construction replacement per Washington Code. Notice of intent to disturb or destroy forms will be incorporated into contractor requirements. | Records Research upon request |
| 2.3 | **Obtain Title Reports** | Obtain Title Reports, together with supporting documents (deeds, easements, etc.) for up to 15 parcels, depending on final design alignment and impacts. | Title Reports and supporting documents upon request |
| 2.4 | **Existing Right-of-Way** | Using documents obtained through the Survey Records Research and Title Reports, calculate search positions for monuments of record needed to calculate/verify the existing right-of-way.<br>Field-tie existing monumentation to determine existing rights-of-way pertinent to the project. Tie centerline of existing road. Tie applicable lines of occupation along existing roadway, including fence lines.<br>Perform survey analysis of the survey records and title documents relative to found monumentation to calculate, verify and determine the existing right-of-way (and pertinent easement) lines relative to the project. | |

| | | | |
|---|---|---|---|
| **2.5** | **Survey Base Map** | A topographic survey has been prepared by the City for a portion of the project site. This data will be incorporated into a topographic survey performed by J-U-B to capture the limits of the design needs. The topographic survey performed by the City will be delivered in electronic and pdf format, signed and sealed by a licensed surveyor in the State of WA.<br><br>Prepare a base map using the collected topographic data.<br><br>Develop a digital terrain model of existing conditions.<br><br>Show existing right-of-way lines in the base map.<br><br>A field check will be performed of the base map and digital terrain model prior to utilizing for preliminary design. A QC/QA sign-off form will be prepared and submitted.<br><br>The Survey base map and digital terrain model will be prepared in Civil 3D. | A final survey base map sealed by a Licensed Professional Land Surveyor in the State of Washington. |
| **2.6** | **Draft Right-of-Way Acquisition Map** | Prepare a draft Right-of-Way/Easement Map showing the overall project with proposed right-of-way and easement acquisitions, submit to the City for review. Update with any comments received. | Right-of-Way map |
| **2.7** | **Stake Proposed Right of Way Acquisition** | Stake proposed right-of-way and permanent easements with temporary stakes for property appraisals and utility coordination. | Survey stakes |
| **2.8** | **Draft Legal Descriptions and Exhibits**<br>Legal descriptions and exhibits will be coordinated through City legal for the purposes of acquisition. | Prepare and submit draft and final legal descriptions and individual parcel exhibits per acquisition negotiations with property owners for right-of-way to be acquired.<br><br>Up to 15 parcels are included in this scope of work for legal descriptions and exhibits. | Draft and Final Legal Descriptions and Exhibits for up to 15 parcels |
| **2.9** | **Prepare Record of Survey, LCR's, and Set Right-of-Way Monuments** | Prepare Record or Survey showing the surveyed existing and proposed rights-of-way and applicable easements for reference in the design documents. Set permanent survey markers along the new acquisition limits as required by WSDOT and/or WA State law. Draft and file a Record of Survey and LCR's. | Set final monuments along new right-of-way lines.<br><br>Final Record of Survey & LCR's. |

## C. Task 3: Utility Coordination

J-U-B will lead utility coordination by validating the clients mapping, maintaining a tracking matrix, issuing preliminary utility conflict communications, facilitating coordination meetings, and supporting City relocation letters. The City will support utility coordination with distribution of letters/notices.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **3.1** | **Utility Locates and Contact Information.** Initiate 811 design ticket(s), reconcile known utilities vs. City mapping/as-builts, confirm utility contacts. Perform field review of utility mapping with 811 request. | 811 responses depend on utility participation and schedules. | Utility contact list; locate documentation; field review of utility mapping |
| **3.2** | **Utility Tracking Matrix.** Develop and maintain correspondence tracking matrix through design milestones. | Utility responsiveness is outside J-U-B control and is a project risk. | Utility tracking matrix (living). |
| **3.3** | **Preliminary Utility Plan Letters ("B-Letters") and Conflict Exhibits.** Identify conflicts and request relocation plans from utilities. Also submit utility questionnaire to each utility company. | Assumes all utility relocations are franchise relocations; Utility agreements are excluded from this scope. Utility potholing is excluded from this scope. | B-letters/ questionnaires; conflict exhibits. |
| **3.4** | **Utility Coordination Meetings.** Up to two in-person field coordination meetings to review conflicts, timing, access, and construction approach. | Two meetings included; | Meeting summaries and action lists. |
| **3.5** | **City Relocation Letters ("C-Letters").** Draft relocation letters for City signature establishing relocation timeframes and accountability. | J-U-B drafts and tracks. | Draft C-letters and supporting exhibits. |

## D. Task 4: Traffic Analysis / Operational Checks

J-U-B will complete Sidra operational checks once geometry is established (concept and preferred alternative).

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **4.1** | **Concept-Level Operational Check (Sidra).** Compare concept options using City-provided volumes and assumptions to inform selection. | City provides traffic volumes and relevant traffic data; additional data collection is not included unless added. | Concept operations summary (memo/appendix). |
| **4.2** | **Preferred Alternative Operational Confirmation.** Confirm that selected geometry does not inhibit flow; document key results for design progression. | Operational findings may require iterative geometric refinement within the design phases. | Operations check summary supporting 30%/60% decisions. |

## E. Task 5: Geotechnical Engineering

Geotechnical services will be performed by a subconsultant.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **5.1** | **Field Exploration.** Advance four test borings to characterize subsurface conditions for stormwater and pavement design.<br><br>Advance Kessler® dynamic cone penetrometer (DCP) test soundings at up to six locations to a maximum depth of up to 36 inches to further characterize the subgrade conditions. | Borings near proposed stormwater facilities (assume up to two) will be drilled to a maximum depth of 25 feet. The remaining borings will be drilled to a maximum depth of 5 feet to evaluate pavement subgrade conditions. Split-spoon sampling and penetration resistance testing will be conducted in the borings at approx. 2.5- to 5-foot depth intervals. Subsurface conditions will be logged by a qualified geologist or engineer.<br><br>Traffic control will be provided by the City of Spokane. | |
| **5.2** | **Laboratory Testing.** Conduct laboratory testing of recovered soil samples including moisture content, gradation, and Atterberg Limits to classify subsurface materials. | | |
| **5.3** | **Geotechnical Engineering Report.** Characterize subsurface conditions by identifying distinct soil and rock units and describing their pertinent engineering properties, including soil moisture and groundwater conditions. | Complete pavement layer thickness calculations for HMA and PCC pavements based on AASHTO Guide for Design of Pavement Structures and City of Spokane pavement design standards.<br><br>Provide recommendations for stormwater infiltration in general accordance with the Spokane Regional Stormwater Manual (SRSM) and the Stormwater Management Manual for Eastern Washington (SMMEW). | Prepare a report that includes results of subsurface exploration, laboratory analyses, testing procedures, and recommended pavement layer thicknesses. |

## F. Task 6: Stormwater Design

J-U-B will prepare stormwater analyses and designs in accordance with the Spokane Regional Stormwater Manual (SRSM), SMC 17D.060.030, and other applicable City standards, including Concept and Final Drainage Reports consistent with SRSM Chapter 3 submittal requirements.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| 6.1 | **Data Collection, Survey Review & Geotechnical Coordination.** Collect stormwater as-builts/GIS/utility maps/SDD boundary info; perform field reconnaissance; coordinate with geotech for soils/groundwater/infiltration feasibility; define existing drainage conditions and constraints. | City provides available mapping/records; geotech provides soils/groundwater data. | Included in Concept Drainage Report: existing drainage summary, field notes/photos, drainage basemap, geotech summary. |
| 6.2 | **Hydrologic Analysis (SRSM Ch.** 5). Delineate pre/post drainage areas, assign CN values, calculate Tc, develop models/design storm hydrographs. | SRSM rainfall distributions/methods used; roadway survey data is complete/available. | Concept Drainage Report: preliminary hydrology; Final Report: complete hydrologic analysis/figures/model outputs. |
| 6.3 | Stormwater Facility Design (Treatment + Flow Control + Conveyance, SRSM Ch. 6–8). Size water quality treatment, detention/flow control routing, outlet structures, conveyance and HGL, downstream capacity analysis. | Required SRSM Basic Requirements apply; BMP confirmed with City; Downstream acceptance point confirmed with City | Concept Report: Conceptual facility sizing & layout for feasibility<br>Final Report: Full treatment, detention, conveyance design; routing & HGL calcs; downstream analysis |
| 6.4 | **Concept & Final Drainage Reports (SRSM Ch. 3**). Prepare SRSM compliant Concept Drainage Report (early design) and Final Drainage Report (full design), including narrative, figures, calculations, downstream analysis, and appendices; incorporate two rounds of review comments. | Reports follow SRSM Chapter 3 content structure; Two review cycles included; more are extra services. | Concept Drainage Report Final Drainage Report (SRSM §3.3 and §3.4); Full calcs, narrative, figures; Response to comments log & design meeting notes |

G. **Task 7: City Water Utility Design**

Design the water main improvements required by the project objectives, integrated with roadway/roundabout design.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| 7.1 | **Water Utility Coordination Meetings.** Coordinate with City for tie-in requirements, constraints, and review points. | Meeting count/cadence aligned with project phase reviews. | Meeting agendas/notes. |
| 7.2 | **Water Plans/Profiles and Details.** Design 12-inch DI water main Thor to Freya and 8-inch stub to development connection; integrate into plan set at design milestones. | City provides system mapping and tie-in constraints; unusual system upgrades beyond project limits are excluded unless authorized.<br>An Engineering Design Review Report is not included and may be added as a separate task. | Water plan/profile sheets and details; estimate inputs. |

## H. Task 8: City Sewer Utility Design

Design sewer improvements described during City discussions: new sewer along NW leg of Palouse from Thor to the intersection, then north on Freya, connecting approximately three properties and tying into the existing system near the intersection.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **8.1** | **Sewer Utility Coordination Meetings.** Confirm master-planned sizing, tie-in points, and service connection requirements. | City provides most current collection system planning and desired pipe sizing. | Meeting agendas/notes. |
| **8.2** | **Sewer Plans/Profiles and Details.** Develop plans/profiles and connection details integrated into design milestones. | Approximately three service connections assumed; additional connections are additional services.<br>A Technical Report is not included and may be added as a separate task. | Sewer plan/profile sheets and details; estimate inputs. |

## I. Task 9: Landscape Architecture & Irrigation

Provide limited landscape and irrigation design for small planters associated with the roundabout; center island hardscape with provisions for future enhancements.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **9.1** | **Planter and Planting Design (Limited).** Low-maintenance plantings for small planters near the roundabout. | Center island not landscaped; hardscape (rock) only. | Planting/planter layout and notes. |
| **9.2** | **Irrigation Design (Limited).** Irrigation for defined planters only. | City provides water source point and maintenance expectations; corridor-wide irrigation excluded. | Irrigation plan/details for planters. |
| **9.3** | **Future Enhancements Provisions.** Provide boxes/conduits and conduit layout for future art/landscape enhancements. | Future art design not included.<br>Install 4-inch conduits with trace wire and pull string circling the roundabout with vaults<br>at each arterial street and 4-inch conduits continuing along northwest Palouse Hwy to Thor St (End of project) | Conduit/vault provisions shown in plans. |

## J. Task 10: Conceptual Design Phase

Prepare conceptual exhibits, criteria matrix, and facilitate concept selection workshop.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **10.1** | **Conceptual Exhibits (3).** Prepare three conceptual alternatives: Starfish, Peanut, Dumbbell; horizontally controlled exhibits intended for discussion and selection. | Concepts are planning-level (no performance checks and not full vertical design). | Three conceptual exhibits and pros/cons summary. Strip map format. |

| | | | |
|---|---|---|---|
| **10.2** | **Design Criteria Matrix.** Document key design criteria for roundabout/corridor to guide design. | City confirms applicable standards and design decisions at workshop. | Draft/Final design criteria matrix. |
| **10.3** | **Concept Workshop.** 2-hour in-person workshop to review alternatives and select one preferred alternative to advance. | City stakeholders participate to enable selection/direction; subconsultant B&N will attend the workshop. | Workshop notes/minutes and preferred alternative decision record. |

## K. Task 11: 30% Design Phase

Advance preferred alternative to 30% level; complete checks and develop early utility concepts and estimate.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **11.1** | **30% Strip Map Exhibit.** Develop preferred alternative exhibit with refined geometry. | 30% is focused on footprint/major decisions (not full detailing). | 30% exhibit (PDF). |
| **11.2** | **Roundabout Checks / Performance Validation.** Fastest path, swept path, sight distance and related checks. | Design vehicle and criteria confirmed with City. | Check exhibits and summary. |
| **11.3** | **Utility Concepts (Water/Sewer/Storm/Conduit).** Show conceptual routing and tie-in approach sufficient for coordination and estimating. | | Concept utility exhibits and notes. |
| **11.4** | **Project Site Visit.** Joint field review to confirm constraints and align for 60%. | City attends. | Site visit notes (as needed). |
| **11.5** | **30% Conceptual Engineers Opinion of Probable Cost.** Planning-level estimate for initial programming checks. | Estimate is preliminary and refined at later milestones. | 30% Engineers Opinion of Probable Cost |

## L. Task 12: 60% Design Phase

Prepare first full plan set, estimate, QC review, submittal, and design review meeting.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **12.1** | **60% Plans.** Prepare a complete 60% plan package consistent with the anticipated discipline sheet list (approx. 82 sheets). | Lighting will be shown on roadway plans. Includes AGi32 model. | 60% plan package (PDF). |
| **12.2** | **60% Engineer's Opinion of Probable Cost.** Develop quantities and estimate. | Unit prices based on bid history and City guidance. | 60% estimate (PDF/Excel). |
| **12.3** | **ROW Needs Narrative and Exhibits.** After addressing 60% comments, prepare ROW needs narrative/exhibits for acquisition support. | City leads ROW acquisition; J-U-B provides engineering exhibits/narrative only ROW needs/exhibits for up to 6 parcels are anticipated. | ROW needs narrative and exhibits (to be submitted prior to 60% submittal). |
| **12.4** | **60% QC / Constructability Review.** Internal QC and constructability review including construction manager oversight. | | |

| | | | |
|---|---|---|---|
| **12.5** | **60% Plan Assembly and Submittal.** Finalize and submit 60% package. | A 2 week City review process is anticipated. | 60% submittal package. |
| **12.6** | **60% Design Review Meeting.** Conduct review meeting and document action items. | City provides consolidated comments to J-U-B's Bluebeam Revu Session;<br>Review meeting will be held during a regularly scheduled biweekly check in and no additional hours are assumed. | Meeting notes; comment approach. |

### M. Task 13: 90% Design Phase

Advance design and incorporate 60% direction; develop specifications and working day calculations.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **13.1** | **90% Plans.** Incorporate 60% comments and advance design detailing. | Includes traffic control plans and memo needed for Local Programs approval. | 90% plan package. |
| **13.2** | **90% Engineer's Opinion of Probable Cost.** Update quantities and estimate. | | 90% estimate (PDF and Excel). |
| **13.3** | **Specifications and Working Day Calculations.** Prepare draft specs and working day calculations using production-rate assumptions and staging approach. | WSDOT specs with City GSP's will be used. | Draft specifications and working day calculations. |
| **13.4** | **90% QC Review.** Internal QC and resolution. | | |
| **13.5** | **90% Submittal and Review Meeting.** Assemble submittal and conduct review meeting. | Review meeting will be held during a regularly scheduled biweekly check in and no additional hours are assumed. | 90% submittal package; meeting notes. |

### N. Task 14: Plans, Specifications, and Estimate

Finalize bid-ready PS&E addressing wrap-up comments; include final QC and final assembly/submittal.

| Task # | Task Name & Description | Assumptions | Deliverables |
|---|---|---|---|
| **14.1** | **Address 100% Wrap-Up Comments.** Resolve final comments and finalize plans/specs/estimate. | Comments are assumed to be final "clean-up" (not major redesign). | Comment response log and plan/spec/estimate updates. |
| **14.2** | **PS&E QC Review.** Final bid-ready QC check. | | |
| **14.3** | **PS&E Assembly and Submittal.** Final PS&E package assembly and delivery; stamped/signed by WA-licensed PE. | | Final PS&E package (PDF and CAD files). |

| | | | |
|---|---|---|---|
| **14.4** | **<u>Bidding Support</u> –** J-U-B will support the City by answering questions during the bidding process. This is a Time and Materials task estimated at 15 hours. | | |

O. **Task 15: Peer Review (Burgess & Niple – Subconsultant)**

J-U-B will retain Burgess & Niple, Inc. (B&N) to provide peer review of roundabout concepts at 30% and a plan review at 60%. Peer review deliverables consist of Bluebeam review comments and review meetings with J-U-B prior to City submittals.

| Task # | <u>Task Name</u> & Description | Assumptions | Deliverables |
|---|---|---|---|
| **15.1** | **<u>B&N Project Setup, Budget, and Tracking.</u>** Progress reports submitted with invoices; project duration expected 9 months. | Up to four invoices/reports. | Invoice progress reports. |
| **15.2** | **<u>30% "Over-the-Shoulder" Traffic/Concept Review Meeting.</u>** B&N meets with J-U-B to review traffic findings and lane configurations and provide early feedback before CAD layouts begin | One B&N staff; 2-hour meeting (concept review workshop). | Meeting discussion and direction (captured via J-U-B notes). |
| **15.3** | **<u>30% Design Review (Roundabout Concepts).</u>** Review geometric layouts, performance checks, and technical documentation. | B&N assumes two alternatives with typical exhibits and Design Criteria Matrix provided; comments in Bluebeam; no separate memo. | Bluebeam review comments; 2-hour comment review meeting prior to City submittal. |
| **15.4** | **<u>60% Design Plan Review.</u>** Review 60% plans (roundabout geometry, typical sections, roundabout-related sheets, drainage, signing/striping, lighting) for roundabout best practices; review AGI lighting file. | Calculations for drainage, pavement, quantities, etc. are assumed correct and outside B&N scope; comments in Bluebeam; no memo. | Bluebeam review comments; 2-hour comment review meeting prior to City submittal. |

P. **Global Project Assumptions (Controls)**

1. With the project NTP anticipated late March/early April 2026 and project final delivery in March 2027, the project cycle will anticipate 11 months of activity (48 weeks). This estimation will be used to scope meeting hours. Extension of the project timeline beyond 11 months may require additional meeting and management time.
2. Construction staging: Project assumes the intersection will be closed during construction with local access only (affects staging, detour, signing).
3. Utilities: assume franchise relocations with no known utility relocations at project cost; relocation agreements are excluded unless added.
4. Stormwater special facility: evaporative ponds are excluded as a special facility type; if required by the City, it becomes additional services.
5. Bidding support: J-U-B provides up to 15 hours of bidding support; City leads procurement/bid process.
6. Construction support: not included.
7. J-U-B will utilize Civil 3D 2025 for sheet creation and design.

8. The following sheet count and sets are anticipated for the project. Final sheet counts in excess of Total + 10 may require additional hours.

| Sheet Name | # of Sheets |
|---|---|
| Title Sheet | 1 |
| Legend Sheet | 1 |
| Project Control | 1 |
| Typical Sections | 5 |
| Removal Plans (1”=20’) | 7 |
| Plan and Profile (1”=20’) | 14 |
| Grading Details | 8 |
| Drainage Plans | 7 |
| TC Plans | 4 |
| Sanitary Sewer and Water Plan and Profiles | 6 |
| Sewer and Water Details | 2 |
| Roadway Details | 6 |
| Illumination Plans (1”=40’) | 6 |
| Signing and Pavement Marking Plans (1”=40’) | 6 |
| Pollution Prevention Plans (1”=60’) | 4 |
| Utility Plan (1”=40) | 6 |
| **Total** | **82** |

## PART 4 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
   1. Environmental (NEPA/SEPA) – City-led; J-U-B provides APE and existing/planned impervious areas after 30% design.
   2. Right of Way Acquisition – City-led acquisition; J-U-B provides ROW needs narrative/exhibits and survey legals/exhibits after 60% comments are addressed.
   3. Survey – City-provided topographic survey; J-U-B integrates and requests supplemental pickup if required.
   4. Public Engagement – City-led.
   5. External Agency Coordination – City-led (WSDOT, TIB, Ecology, STA, Spokane County, developers, etc.).

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
   1. Construction support

## PART 5 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
   1. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B’s personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for J-U-B’s Consultants’ charges times a multiplier of 1.1.
   2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

| Task Number | Task Name | Fee Type | Amount | Anticipated Schedule |
|---|---|---|---|---|
| 1 | Project Management | Time and Materials (Ceiling Amount Shown) | $66,600 | Concurrent with work progress |
| 2 | Survey | Time and Materials (Ceiling Amount Shown) | $64,200 | Concurrent with work progress |
| 3 | Utility Coordination | Time and Materials (Ceiling Amount Shown) | $13,800 | Concurrent with work progress |
| 4 | Traffic Analysis | Time and Materials (Ceiling Amount Shown) | $5,300 | Concurrent with work progress |
| 5 | Geotechnical Engineering | Time and Materials (Ceiling Amount Shown) | $22,900 | Concurrent with work progress |
| 6 | Stormwater | Time and Materials (Ceiling Amount Shown) | $25,000 | Concurrent with work progress |
| 7 | Water Design | Time and Materials (Ceiling Amount Shown) | $18,600 | Concurrent with work progress |
| 8 | Sewer Design | Time and Materials (Ceiling Amount Shown) | $18,600 | Concurrent with work progress |
| 9 | Landscape and Irrigation | Time and Materials (Ceiling Amount Shown) | $9,800 | Concurrent with work progress |
| 10 | Concept Phase | Time and Materials (Ceiling Amount Shown) | $18,300 | Draft for CLIENT review 1 month after executed contract, notice to proceed, and receipt of all required data |
| 11 | 30% Design | Time and Materials (Ceiling Amount Shown) | $37,700 | Estimated June 2026 |
| 12 | 60% Design | Time and Materials (Ceiling Amount Shown) | $107,700 | Estimated Sepember 2026 |

| | | | | |
|---|---|---|---|---|
| 13 | 90% Design | Time and Materials (Ceiling Amount Shown) | $78,900 | Estimated February 2027 |
| 14 | PS&E | Time and Materials (Ceiling Amount Shown) | $44,100 | Following acquisition of right-of-way |
| 15 | B&N Scope | Time and Materials (Ceiling Amount Shown) | $21,300 | Concurrent with work progress |
| | | **Total:** | **$552,800** | |

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-C.

**PART 6 - CERTIFICATIONS AND DELIVERABLES**

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's “electronic document/data limited license” found at edocs.jub.com.

B. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys’ fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

**Exhibit(s):**

- Exhibit 1-A: Proposal from Budinger
- Exhibit 1-B: Proposal from Burgess & Niple
- Exhibit 1-C: Work Breakdown Structure

---

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S)**:**

1. Traffic/Transportation (T03)
2. Stormwater (S13)

Budinger & Associates
Proudly serving the Inland Northwest since 1976

Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

Sean Hoisington, PE, PTP
J-U-B Engineers, Inc.
745 W. Hanley Ave, Suite 301
Coeur d'Alene, ID 83835

February 23, 2026

Proposal S-26188

**Project: Freya - Palouse Hwy Roundabout, Spokane, Washington**
**Subject: Proposed Geotechnical Exploration and Analysis**

Mr. Hoisington,

Thank you for the opportunity to offer geotechnical services.

***Project***

A roundabout for the intersection of S. Freya Street and S. Palouse Highway will provide improved traffic flow and facilitating interchange with E. 51st Avenue. The existing 2-lane roads are surfaced with flexible pavement.

Preliminary probe borings completed near the intersection encountered limiting layers including impermeable soil, groundwater, and basalt rock at relatively shallow depths. Additional subsurface explorations, sampling, and testing are needed to provide geotechnical design recommendations for stormwater and pavements.

***Scope***

*Task 1: Field Exploration*

Advance four test borings to characterize subsurface conditions for stormwater and pavement design. Borings near proposed stormwater facilities (assume up to two) will be drilled to a maximum depth of 25 feet. The remaining borings will be drilled to a maximum depth of 5 feet to evaluate pavement subgrade conditions. Split-spoon sampling and penetration resistance testing will be conducted in the borings at approximately 2.5- to 5-foot depth intervals. Subsurface conditions will be logged by a qualified geologist or engineer.

Advance Kessler® dynamic cone penetrometer (DCP) test soundings at up to six locations to a maximum depth of up to 36 inches to further characterize the subgrade conditions.

*Task 2: Laboratory Testing*

Conduct laboratory testing of recovered soil samples including moisture content, gradation, and Atterberg Limits to classify subsurface materials.

*Task 3: Geotechnical Engineering Report*

Characterize subsurface conditions by identifying distinct soil and rock units and describing their pertinent engineering properties, including soil moisture and groundwater conditions.

**1101 North Fancher Rd.**
**Spokane Valley, WA 99212**
**Tel: 509.535.8841**
**Fax: 509.535.9589**

Complete pavement layer thickness calculations for HMA and PCC pavements based on AASHTO Guide for Design of Pavement Structures and City of Spokane pavement design standards.

Provide recommendations for stormwater infiltration in general accordance with the Spokane Regional Stormwater Manual (SRSM) and the Stormwater Management Manual for Eastern Washington (SMMEW).

Prepare a report that includes results of subsurface exploration, laboratory analyses, testing procedures, and recommended pavement layer thicknesses.

***Assumptions***

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review.

We assume legal and physical access to the site will be provided. We will mark the area for utility locate services and submit a "call before you dig" request. We will not drill in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services.

We assume traffic control will be provided by the City of Spokane.

Additional information needed to complete a design level geotechnical engineering report includes anticipated average daily traffic volumes, vehicle types and configurations, and estimated future traffic growth rates. We assume relevant information will be provided prior to issuing a report.

***Fees***

Fees for these services are shown in the attached *Cost Estimate* and will not be exceeded without your request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

PREPARED BY:
Budinger & Associates, Inc.

Collin McCormick, PE
Geotechnical Engineer IV

John Finnegan, PE, GE, LHG
Principal Geotechnical Engineer

**Attachments:**

- *Exploration Plan*
- *Cost Estimate*
- *Important Information about This Geotechnical Proposal*

# Important Information about This

# Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

## Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

## Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

## Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

*Copyright 2004 by ASFE, Inc. Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with ASFE's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of ASFE, and only for purposes of scholarly research or book review. Only members of ASFE may use this document as a complement to or as an element of a geotechnical engineering proposal. Any other firm, individual, or other entity that so uses this document without being an ASFE member could be committing negligent or intentional (fraudulent) misrepresentation.*

# Scope of Work – Freya-Palouse

Project Description and Assumptions**:**

As outlined in this Scope of Work document, JUB has retained Burgess & Niple, Inc. ("B&N") as a subconsultant to support peer review efforts on the Freya-Palouse Roundabout project. B&N is responsible for reviewing 30% design concepts for the roundabout including all associated geometric layouts, performance checks, and technical documentation related to the 30% submittal.

B&N will provide additional peer review services at 75% plans. Further details outlining B&N's scope of services are provided in the following sections. It is assumed that B&N will have no deliverables besides providing comments in Bluebeam Review sessions.

1. Project Management

    1.1. Project Setup, Budget, and Tracking – B&N will provide progress reports to be submitted with invoices. Up to four invoices and reports will be submitted. Task also includes the effort to create the project in the accounting system and time to oversee project tasks and coordinate with JUB to manage the scope, schedule, and budget outlined in this scope of work. Project duration is expected to be 9 months.

2. 30% Design Review

    2.1. Traffic analysis/concept over the shoulder – B&N will meet with JUB to review their traffic analysis findings, confirm lane configurations for the roundabout, and provide initial feedback on roundabout concepts before they are laid out in CAD. This meeting is expected to be two hours. One B&N staff member will attend.

    2.2. 30% Design Review – B&N will review all associated geometric layouts, performance checks, and technical documentation for each roundabout alternative. It is assumed that for each roundabout 1 2-d geometric exhibit, 1 set of truck turns, 1 fastest path exhibits and calcs, and 1 sight distance exhibit. A design criteria matrix will be provided to aid in the review. B&N assumes two roundabout alternatives will be developed. B&N estimates 8 hours per roundabout for review. It is assumed that JUB will develop a bluebeam review session and B&N will provide comments in the session. A memo will not be drafted. A meeting to go over B&N's comments with JUB will be completed prior to submittal to the City. The meeting will be for two hours, and two B&N staff will attend.

3. 75% Design Review

    3.1. 75% design plan review – B&N will review the 75% design plans prior to the 75% client submittal. B&N will review the roundabout geometry, typical sections, roundabout related plan sheets, drainage, signing, striping, and lighting. B&N will review the plans in relation to roundabout best practices. It is assumed that calculations for items such as drainage design, pavement design, quantities, etc are correct and outside the scope of B&N's peer review. JUB will upload the plan set and supporting documentation to a bluebeam review session. Additionally, JUB will provide the lighting design file (AGI) for B&N to review. A meeting to go over B&N's comments with JUB will be completed prior to submittal to the City. The meeting will be for two hours, and two B&N staff will attend.

Attached is the labor estimate and cost summary.

# *Exhibit B*
# *DBE Participation Plan*

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 25, 2025

Ms. Marlene Feist
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane**
**Freya-Palouse Roundabout**
**CDS-9932(083)**
**FUND AUTHORIZATION**

Dear Ms. Feist:

We have received FHWA fund authorization, effective February 18, 2025, for this project as follows:

| PHASE | TOTAL | FEDERAL SHARE |
|---|---|---|
| Preliminary Engineering | $480,000 | $415,200 |

As a condition of authorization, you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA11093 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

Marlene Feist
City of Spokane
Freya Palouse Roundabout
February 25, 2025

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

ST:cc:ml
Enclosure
cc: Chad Roberts, Acting Eastern Region Local Programs Engineer

# *Exhibit C*
# *Preparation and Delivery of Electronic Engineering and Other Data*

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil3D, AutoCAD, PDF

B. Roadway Design Files

Civil3D, AutoCAD, PDF

C. Computer Aided Drafting Files

Civil3D, AutoCAD, PDF

D. Specify the Agency's Right to Review Product with the Consultant

As requested by Agency

E. Specify the Electronic Deliverables to Be Provided to the Agency

All items to be delivered electronically

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project, see attched scope.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

email or FTP

A. Agency Software Suite

Microsoft Office, Civil3D, AutoCAD

B. Electronic Messaging System

Industry standard

C. File Transfers Format

Email or FTP

# *Exhibit D*
# *Prime Consultant Cost Computations*

See attached.

City of Spokane

**Freya-Palouse Roundabout**

Project Fee

| | | Project Manager/Reviewer Molly | Senior Roundabout Reviewer Brian | Lighting Engineer Gunter | | | | TOTAL HOURS | Expenses | TOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Activity** | | | | | | | | | |
| **1** | **Project Management** | | | | | | | | | |
| 1.1 | Project Setup, Budget, and Tracking | 8 | 8 | | | | | 16 | | $4,928 |
| **2** | **30% Design Review** | | | | | | | | | |
| 2.1 | Traffic Analysis/Concept Over the Shoulder Review | | 4 | | | | | 4 | | $1,379 |
| 2.2 | 30% Design Review | 4 | 20 | | | | | 24 | | $7,980 |
| **3** | **75% Design Review** | | | | | | | | | |
| 3.1 | 75% Design Review | 12 | 4 | 3 | | | | 19 | | $5,116 |
| | | | | | | | | 0 | | $0 |
| | | | | | | | | 0 | | $0 |
| | SUBTOTAL HOURS | 24 | 36 | 3 | 0 | 0 | 0 | 63 | $0.00 | **$19,402.74** |
| | Personnel Hourly Rate including Profit | $271 | $345 | $161 | $427 | $145 | $108 | | | |
| | **Total Authorized** | **$6,510** | **$12,411** | **$482** | **$0** | **$0** | **$0** | | | **$19,403** |
| | **Contingency** | | | | | | | | | |
| | **Total Authorized with Contingency** | | | | | | | | | **$19,403** |
| | **IF AUTHORIZED TASKS** | | | | | | | | | |
| | | | | | | | | 0 | | $0 |
| | | | | | | | | 0 | | $0 |
| | | | | | | | | 0 | | $0 |
| | | | | | | | | 0 | | $0 |
| | | | | | | | | 0 | | $0 |
| | SUBTOTAL HOURS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | **$0.00** |
| | Personnel Hourly Rate including Profit | $271 | $345 | $161 | $427 | $145 | $108 | | | |
| | **Total If Authorized** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | | | **$0** |
| | **Total** | **$6,510** | **$12,411** | **$482** | **$0** | **$0** | **$0** | | | **$19,403** |

## EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

**BASIS OF FEE ESTIMATE**

**Project Title, Client:** Spokane Palouse-Freya Roundabout Design, City of Spokane
**Project Number:** RP-25-XXXXX
**Prepared By:** RLZ

| | | | Project Manager | Lead PE | RAB Design | Storm | EIT | Water/Sewer QC | Water/Sewer | LA | Senior PLS | CAD | PLS | Field Survey | Survey Tech | QC | PFA | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Zender, Riannon | Smith, Kevin P. | James, Chelsea | Markham, Braiden | Conery, Shawna | Johnson, Michelle | Nathan Waller, Jessica | Wilson, Shawn | Russell, Geremy | Reasor, Brannen | Studebaker, Jesse | Buck, Shawn | Medlock, Kaci | Marden, Travis | Utecht, Kimberly | | | |
| Task Number | Subtask Number | Task/Subtask Name / Activity Description | Project Manager | Project Engineer - Discipline Lead | Program Manager | Project Engineer II | Project Designer - Lead | Program Manager | Assistant Project Manager | Landscape Architect - Senior | PLS - Discipline Lead | CAD Designer - Lead | Professional Land Surveyor | Survey Technician - Lead | Survey Technician | Program Manager | Project Accountant - Lead | J-U-B Expenses | Subconsultant Expenses | Total Compensation |
| **001** | | **Project Admin** | **158** | **64** | **11** | **21** | **0** | **0** | **11** | **0** | **6** | **4** | **4** | **0** | **0** | **0** | **13** | **$0** | **$0** | **$66,600** |
| **001** | **000** | **Project Admin General** | **158** | **64** | **11** | **21** | **0** | **0** | **11** | **0** | **6** | **4** | **4** | **0** | **0** | **0** | **13** | **$0** | **$0** | **$66,600** |
| | | Set up and Planning | 4 | | | | | | | | | | | | | | 2 | $0 | $0 | $1,100 |
| | | Kickoff | 2 | 2 | 1 | 1 | | | 1 | | 1 | | | | | | | $0 | $0 | $1,900 |
| | | External bi-weekly meetings | 40 | 40 | | | | | | | | | | | | | | $0 | $0 | $19,500 |
| | | Weekly Internal meetings | 20 | 20 | 10 | 20 | | | 10 | | 5 | | | | | | | $0 | $0 | $19,800 |
| | | Scope schedule budget/admin of team | 81 | | | | | | | | | | | | | | | $0 | $0 | $18,600 |
| | | Invoices | 11 | | | | | | | | | | | | | | 11 | $0 | $0 | $3,800 |
| | | Data integration | | 2 | | | | | | | | 4 | 4 | | | | | $0 | $0 | $1,900 |
| **002** | | **Survey** | **0** | **2** | **0** | **0** | **0** | **0** | **0** | **0** | **32** | **106** | **92** | **60** | **42** | **0** | **0** | **$3,600** | **$6,300** | **$64,200** |
| **002** | **000** | **Survey** | **0** | **2** | **0** | **0** | **0** | **0** | **0** | **0** | **32** | **106** | **92** | **60** | **42** | **0** | **0** | **$3,600** | **$6,300** | **$64,200** |
| | | Primary Control and aerial targets | | | | | | | | | 1 | | 4 | 8 | | | | $600 | $0 | $2,600 |
| | | Records Research | | | | | | | | | 1 | | 12 | | 12 | | | $0 | $0 | $3,600 |
| | | Title Reports (Organize and Review Documents) | | | | | | | | | 2 | | 6 | | 30 | | | $0 | $5,800 | $10,400 |
| | | Existing ROW (Boundary analysis and calcs) | | | | | | | | | 4 | | 16 | | | | | $0 | $0 | $3,800 |
| | | Base Map (Field work, drafting, QC) | | | | | | | | | 6 | 40 | 16 | 32 | | | | $2,200 | $0 | $17,300 |
| | | ROW Acquisition Map | | | | | | | | | 1 | 8 | 2 | | | | | $0 | $0 | $1,900 |
| | | Staking | | | | | | | | | | 8 | 2 | 8 | | | | $400 | $0 | $3,100 |
| | | Legals & Exhibit Maps | | 2 | | | | | | | 15 | 30 | 30 | | | | | $0 | $0 | $14,400 |
| | | Record of Survey | | | | | | | | | 2 | 20 | 4 | 12 | | | | $400 | $600 | $7,100 |
| **003** | | **Utility Coordination** | **0** | **20** | **0** | **0** | **52** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **1** | **0** | **0** | **$0** | **$0** | **$13,800** |
| **003** | **000** | **Utility Coordination** | **0** | **20** | **0** | **0** | **52** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **1** | **0** | **0** | **$0** | **$0** | **$13,800** |
| | | Locates | | | | | 2 | | | | | | | | 1 | | | $0 | $0 | $400 |
| | | Tracking Matrix | | 10 | | | 20 | | | | | | | | | | | $0 | $0 | $5,900 |
| | | B Letters | | 2 | | | 12 | | | | | | | | | | | $0 | $0 | $2,500 |
| | | Coordination Meetings | | 6 | | | 6 | | | | | | | | | | | $0 | $0 | $2,500 |
| | | C Letters | | 2 | | | 12 | | | | | | | | | | | $0 | $0 | $2,500 |
| **004** | | **Traffic Analysis** | **6** | **0** | **0** | **0** | **24** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$5,300** |
| **004** | **000** | **Traffic Analysis** | **6** | **0** | **0** | **0** | **24** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$5,300** |
| | | Sidra Models (3) | 2 | | | | 16 | | | | | | | | | | | $0 | $0 | $3,100 |
| | | Preferred Option re-look | 2 | | | | 4 | | | | | | | | | | | $0 | $0 | $1,100 |
| | | Memo | 2 | | | | 4 | | | | | | | | | | | $0 | $0 | $1,100 |
| **005** | | **Geotech** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$22,900** | **$22,900** |
| **005** | **000** | **Geotech** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$22,900** | **$22,900** |
| | | Geotech | | | | | | | | | | | | | | | | $0 | $22,900 | $22,900 |
| **006** | | **Stormwater** | **0** | **0** | **0** | **50** | **90** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$25,000** |
| **006** | **000** | **Stormwater** | **0** | **0** | **0** | **50** | **90** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$25,000** |
| | | Data Collection | | | | 10 | | | | | | | | | | | | $0 | $0 | $2,000 |
| | | Hydraulic Analysis | | | | 30 | | | | | | | | | | | | $0 | $0 | $6,100 |
| | | Storm Design | | | | 5 | 50 | | | | | | | | | | | $0 | $0 | $9,300 |
| | | Reports | | | | 5 | 40 | | | | | | | | | | | $0 | $0 | $7,600 |
| **007** | | **Water Design** | **4** | **0** | **0** | **0** | **0** | **5** | **44** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,600** |
| **007** | **000** | **Water Design** | **4** | **0** | **0** | **0** | **0** | **5** | **44** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,600** |
| | | Meetings | 4 | | | | | | 4 | | | | | | | | | $0 | $0 | $1,800 |
| | | Plan/Profile/Details | | | | | | 5 | 40 | | | 40 | | | | | | $0 | $0 | $16,700 |
| **008** | | **Sewer Design** | **4** | **0** | **0** | **0** | **0** | **5** | **44** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,600** |
| **008** | **000** | **Sewer Design** | **4** | **0** | **0** | **0** | **0** | **5** | **44** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,600** |
| | | Meetings | 4 | | | | | | 4 | | | | | | | | | $0 | $0 | $1,800 |
| | | Plan/Profile/Details | | | | | | 5 | 40 | | | 40 | | | | | | $0 | $0 | $16,700 |
| **009** | | **Landscape & Irrigation** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **14** | **0** | **43** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$9,800** |
| **009** | **020** | **60% Design** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **7** | **0** | **28** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$6,000** |
| | | Planting Design (Full Planring Plan) | | | | | | | | 2 | | 12 | | | | | | $0 | $0 | $2,400 |
| | | Irrigation Design (Layout of turf head and drip zones , solar controller locatrion | | | | | | | | 2 | | 10 | | | | | | $0 | $0 | $2,000 |
| | | Details/Sheet Specs/Estimate Assist | | | | | | | | 2 | | 4 | | | | | | $0 | $0 | $1,000 |
| | | QC and Revisions | | | | | | | | 1 | | 2 | | | | | | $0 | $0 | $500 |
| **009** | **030** | **90% Design** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **5** | **0** | **11** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$2,800** |
| | | Planting Design, (100% Level Drawing) | | | | | | | | 1 | | 4 | | | | | | $0 | $0 | $900 |
| | | Irrigation Design (100% Level Drawing) | | | | | | | | 1 | | 4 | | | | | | $0 | $0 | $900 |

## EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

**BASIS OF FEE ESTIMATE**

**Project Title, Client:** Spokane Palouse-Freya Roundabout Design, City of Spokane
**Project Number:** RP-25-XXXXX
**Prepared By:** RLZ

| | | | Project Manager | Lead PE | RAB Design | Storm | EIT | Water/Sewer QC | Water/Sewer | LA | Senior PLS | CAD | PLS | Field Survey | Survey Tech | QC | PFA | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Zender, Riannon | Smith, Kevin P. | James, Chelsea | Markham, Braiden | Conery, Shawna | Johnson, Michelle | Nathan Waller, Jessica | Wilson, Shawn | Russell, Geremy | Reasor, Brannen | Studebaker, Jesse | Buck, Shawn | Medlock, Kaci | Marden, Travis | Utecht, Kimberly | | | |
| Task Number | Subtask Number | Task/Subtask Name / Activity Description | Project Manager | Project Engineer - Discipline Lead | Program Manager | Project Engineer II | Project Designer - Lead | Program Manager | Assistant Project Manager | Landscape Architect - Senior | PLS - Discipline Lead | CAD Designer - Lead | Professional Land Surveyor | Survey Technician - Lead | Survey Technician | Program Manager | Project Accountant - Lead | J-U-B Expenses | Subconsultant Expenses | Total Compensation |
| | | 90% Details/Sheet Specs/Estimate Assist | | | | | | | | 2 | | 2 | | | | | | $0 | $0 | $700 |
| | | QC and Revisions (Andrew or Jenna) | | | | | | | | 1 | | 1 | | | | | | $0 | $0 | $400 |
| **009** | **040** | **Final Deliveralbles** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **2** | **0** | **4** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$1,000** |
| | | Finalize all documents per 90% Comments | | | | | | | | 1 | | 2 | | | | | | $0 | $0 | $500 |
| | | Finalize QC and Revisions (Andrew or Jenna) | | | | | | | | 1 | | 2 | | | | | | $0 | $0 | $500 |
| **010** | | **Concept Phase** | **4** | **8** | **48** | **0** | **0** | **0** | **0** | **0** | **0** | **20** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,300** |
| **010** | **000** | **Concept Phase** | **4** | **8** | **48** | **0** | **0** | **0** | **0** | **0** | **0** | **20** | **0** | **0** | **0** | **0** | **0** | **$0** | **$0** | **$18,300** |
| | | Concept Exhibits | 1 | 4 | 40 | | | | | | | 20 | | | | | | $0 | $0 | $14,600 |
| | | Design Criteria Matrix | 1 | 2 | 6 | | | | | | | | | | | | | $0 | $0 | $2,300 |
| | | Workshop | 2 | 2 | 2 | | | | | | | | | | | | | $0 | $0 | $1,500 |
| **011** | | **30% Design** | **0** | **30** | **40** | **26** | **34** | **0** | **0** | **0** | **0** | **40** | **0** | **0** | **0** | **10** | **0** | **$0** | **$0** | **$37,700** |
| **011** | **000** | **30% Design** | **0** | **30** | **40** | **26** | **34** | **0** | **0** | **0** | **0** | **40** | **0** | **0** | **0** | **10** | **0** | **$0** | **$0** | **$37,700** |
| | | Strip Map | | 20 | 20 | 20 | | | | | | 40 | | | | 10 | | $0 | $0 | $23,300 |
| | | Performance Checks | | | 20 | | | | | | | | | | | | | $0 | $0 | $5,000 |
| | | Utility Concpets | | | | | 20 | | | | | | | | | | | $0 | $0 | $3,300 |
| | | Site Visit | | 6 | | 6 | 6 | | | | | | | | | | | $0 | $0 | $3,800 |
| | | 30% Estimate | | 4 | | | 8 | | | | | | | | | | | $0 | $0 | $2,400 |
| **012** | | **60% Design** | **2** | **90** | **0** | **0** | **156** | **0** | **0** | **0** | **0** | **296** | **0** | **0** | **0** | **40** | **0** | **$0** | **$0** | **$107,700** |
| **012** | **000** | **60% Design** | **2** | **90** | **0** | **0** | **156** | **0** | **0** | **0** | **0** | **296** | **0** | **0** | **0** | **40** | **0** | **$0** | **$0** | **$107,700** |
| | | Plans | | 74 | | | 148 | | | | | 296 | | | | | | $0 | $0 | $91,800 |
| | | Estimate | | 4 | | | 8 | | | | | | | | | | | $0 | $0 | $2,400 |
| | | ROW Needs/Narrative | | 8 | | | | | | | | | | | | | | $0 | $0 | $2,100 |
| | | QC | | | | | | | | | | | | | | 40 | | $0 | $0 | $10,000 |
| | | Plan Assembly | 2 | 4 | | | | | | | | | | | | | | $0 | $0 | $1,500 |
| | | Review Meeting | | | | | | | | | | | | | | | | $0 | $0 | $0 |
| **013** | | **90% Design** | **2** | **86** | **0** | **0** | **164** | **0** | **0** | **0** | **0** | **148** | **0** | **0** | **0** | **20** | **0** | **$0** | **$0** | **$78,900** |
| **013** | **000** | **90% Design** | **2** | **86** | **0** | **0** | **164** | **0** | **0** | **0** | **0** | **148** | **0** | **0** | **0** | **20** | **0** | **$0** | **$0** | **$78,900** |
| | | Plans | | 74 | | | 148 | | | | | 148 | | | | | | $0 | $0 | $67,600 |
| | | Estimate | | 4 | | | 8 | | | | | | | | | | | $0 | $0 | $2,400 |
| | | Specs | | 4 | | | 8 | | | | | | | | | | | $0 | $0 | $2,400 |
| | | QC | | | | | | | | | | | | | | 20 | | $0 | $0 | $5,000 |
| | | Plan Assembly | 2 | 4 | | | | | | | | | | | | | | $0 | $0 | $1,500 |
| | | Review Meeting | | | | | | | | | | | | | | | | $0 | $0 | $0 |
| **014** | | **PS&E** | **0** | **46** | **0** | **0** | **92** | **0** | **0** | **0** | **0** | **74** | **0** | **0** | **0** | **20** | **0** | **$0** | **$0** | **$44,100** |
| **014** | **000** | **PS&E** | **0** | **46** | **0** | **0** | **92** | **0** | **0** | **0** | **0** | **74** | **0** | **0** | **0** | **20** | **0** | **$0** | **$0** | **$44,100** |
| | | PS&E | | 37 | | | 74 | | | | | 74 | | | | | | $0 | $0 | $33,800 |
| | | QC | | | | | | | | | | | | | | 20 | | $0 | $0 | $5,000 |
| | | Submittal | | 4 | | | 8 | | | | | | | | | | | $0 | $0 | $2,400 |
| | | Bidding | | 5 | | | 10 | | | | | | | | | | | $0 | $0 | $2,900 |
| **015** | | **B&N Scope** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$21,300** | **$21,300** |
| **015** | **000** | **B&N Scope** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0** | **$21,300** | **$21,300** |
| | | | | | | | | | | | | | | | | | | $0 | $21,300 | $21,300 |
| **Total Hours** | | | **180** | **346** | **99** | **97** | **612** | **10** | **99** | **14** | **38** | **811** | **96** | **60** | **43** | **90** | **13** | | | **2,608** |
| **Total Costs** | | | **$41,400** | **$89,300** | **$24,800** | **$19,600** | **$101,000** | **$2,500** | **$22,200** | **$2,800** | **$9,200** | **$132,200** | **$17,100** | **$8,100** | **$4,400** | **$22,600** | **$1,500** | **$3,600** | **$50,500** | **$552,800** |

# *Exhibit E*
# *Sub-consultant Cost Computations*

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

Budinger & Associates, Inc.
1101 N. Fancher Road
Spokane, WA 99212
509-535-8841

S26188 Freya - Palouse Hwy Roundabout

| | | hours | direct labor | cost |
|---|---|---|---|---|
| Principal | | 8 | $95.00 | $760.00 |
| Engineer IV | | 14 | $48.00 | $672.00 |
| Geologist III | | 36 | $46.00 | $1,656.00 |
| Exploration Professional IV | | 12 | $48.00 | $576.00 |
| Exploration Professional III | | 12 | $38.00 | $456.00 |
| Exploration Technician III | | 4 | $35.00 | $140.00 |
| Project Coordinator | | 6 | $40.00 | $240.00 |
| Subtotal | | 86 | | **$4,500.00** |
| Overhead | 1.732 | | | **$7,794.00** |
| Fixed Fee | 0.3 | | | **$1,350.00** |

Reimbursables

| | | |
|---|---|---|
| A - Sampling and testing expenses | $5,450.00 | |
| B - Laboratory testing expenses | $1,740.00 | |
| C - Outside consultant expenses | $0.00 | |
| | **$7,190.00** | |
| **Total** | | **$20,834.00** |

**Summary of reimbursables**

| | | | | | |
|---|---|---|---|---|---|
| | **A - Sampling and testing expenses** | | | | |
| * | Mobilization | | | | $1,200.00 |
| * | Geoprobe 3100 | 10 | hours | $310.00 | $3,100.00 |
| * | Tooling | 10 | hours | $53.00 | $530.00 |
| * | Support Truck | 20 | hours | $31.00 | $620.00 |
| | **Sampling and testing expenses total** | | | | **$5,450.00** |
| | **B - Laboratory testing** | | | | |
| * | Sieve analysis | 4 | each | $160.00 | $640.00 |
| * | Moisture content | 4 | each | $40.00 | $160.00 |
| * | Atterberg Limits | 2 | each | $195.00 | $390.00 |
| * | Flexible Wall Permeability | 1 | each | $550.00 | $550.00 |
| | **Laboratory testing total** | | | | **$1,740.00** |
| | **C - Outside Consultant Expenses** | | | | |
| | **Outside Consultant Expenses total** | | | | **$0.00** |
| | | | **Reimbursables Total** | | **$7,190.00** |

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

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

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# Exhibit G
# Certification Document

| | |
|---|---|
| Exhibit G-1(a) | Certification of Consultant |
| Exhibit G-1(b) | Certification of Public Works Director |
| Exhibit G-2 | Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions |
| Exhibit G-3 | Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying |
| Exhibit G-4 | Certificate of Current Cost or Pricing Data |

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

J.U.B Engineers, Inc.

whose address is

2760 W EXCURSION LN MERIDIAN ID 83642-5313

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

J.U.B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-1(b) Certification of Public Works Director

I hereby certify that I am the:

☒ Public Works Director

☐ Other

of the City of Spokane, and J-U-B Engineers, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant 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 (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. 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 this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

J-U-B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
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 Federal 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.

   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 require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

J-U-B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Freya/Palouse Roundabout Project 2023133* are accurate, complete, and current as of March 30, 2026**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: J-U-B Engineers, Inc.

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# *Exhibit H*
# *Liability Insurance Increase*

**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

# *Exhibit I*
# *Alleged Consultant Design Error Procedures*

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

**Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*
# Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

**Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

**Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** J-U-B ENGINEERS, INC.

**Business name:** J-U-B ENGINEERS, INC.

**Entity type:** Profit Corporation

**UBI #:** 600-069-551

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:**
999 W RIVERSIDE AVE
STE 700
SPOKANE WA 99201-1005

**Mailing address:**
2760 W EXCURSION LN
MERIDIAN ID 83642-5313

**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 |
|---|---|---|---|---|---|---|
| Brewster General Business - Non-Resident | 001892 | | | Active | Feb-28-2027 | Jan-29-2020 |
| Omak General Business - Non-Resident | 3085 | | | Active | Feb-28-2027 | Sep-06-2017 |
| Spokane General Business | T12073223BUS | | | Active | Feb-28-2027 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | 01352 | | | Active | Feb-28-2027 | Feb-18-2004 |

## Owners and officers on file with the Department of Revenue

Filter

| Owners and officers | Title |
|---|---|
| BAUNE, CORY R | |
| DEETER, BRIAN | |
| EPLER, TOBY | |
| FAZZARI, ALEXANDER | |
| FRITZ, LAUREL | |
| GIESBRECHT, ALAN | |
| HAENER, TIMOTHY J | |
| JAMES, STEPHEN P | |
| LOFTUS, VINCENT L | |
| MURRAY, ZAN | |
| SHANNON, KARIN | |
| SMITH, BRIAN D | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| GATEWAY MAPPING, INC. | Active | Jan-16-2018 |
| J-U-B ENGINEERS, INC. | Active | May-21-2018 |
| THE LANGDON GROUP | Active | Jan-16-2018 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/3/2026 4:16:14 PM

**Contact us**

How are we doing?
**Take our survey!**

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

J-U-ENG-01 BLADA1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2026

**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: Danika Blank | |
|---|---|---|
| The Hartwell Corporation<br>PO Box 400<br>Caldwell, ID 83606 | PHONE (A/C, No, Ext): (208) 459-1678 | FAX (A/C, No): (208) 454-1114 |
| | E-MAIL ADDRESS: danika@thehartwellcorp.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Travelers Casualty Ins Co of America | 19046 |
| INSURED | INSURER B : Travelers Property Casualty Company of America | 25674 |
| J-U-B Engineers Inc<br>2760 W Excursion Lane Suite 400<br>Meridian, ID 83642 | INSURER C : XL Specialty Insurance Co. | 37885 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 6802R22997A | 8/1/2025 | 8/1/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | 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 X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | X | | BA8P008954 | 8/1/2025 | 8/1/2026 | 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 | $ 9,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | CUP1C547849 | 8/1/2025 | 8/1/2026 | AGGREGATE | $ 9,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) | N / A | | UB8K158532 | 8/1/2025 | 8/1/2026 | 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 |
| C | Professional Liabili | | | DPR5054752 | 4/2/2026 | 4/2/2027 | Each Claim/Aggregate | 5,000,000 |
| C | Professional Liabili | | | DPR5054752 | 4/2/2026 | 4/2/2027 | Deductible | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Certificate Holder is an additional insured, coverage is primary and non-contributory; forms attached.**

**CERTIFICATE HOLDER**

City of Spokane
Spokane Public Facilities District
720 W Mallon Ave
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

Jenny Kroll


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**Location And Description Of Completed Operations**

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

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



© ISO Properties, Inc., 2004

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, 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.



Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

**BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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 Covered Autos Liability Coverage, but only for damages to which


© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by


© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

such contract. The waiver applies only to the person or organization designated in such contract.

© 2015 The Travelers Indemnity Compa ny. All rights reserved .
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

**(1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and

**(2)** The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** PIES **Date:** 03/09/2026<br>**Committee Agenda type:** Consent | | **Date Rec'd** | 3/3/2026 |
| | | **Clerk's File #** | OPR 2026-0251 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 03/30/2026 | | **Project #** | 2024065 |
| **Submitting Dept** | ENGINEERING SERVICES | **Bid #** | |
| **Contact Name/Phone** | DAN BULLER 6700 | **Requisition #** | CR 28497 |
| **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 - NORTH HILLYARD SIDEWALK INFILL - 2024065 | | |

**Agenda Wording**

Low Bid of Wm Winkler Company (Newman Lake, WA) for North Hillyard Sidewalk Infill 2024065 - $445,737.00. An administrative reserve of 10% of the contract will be set aside. (Hillyard Neighborhood Council)

**Summary (Background)**

This locally funded project will infill sidewalk in the vicinity of Harmon Park and Arlington Elementary School. Construction is planned for this summer. See attached exhibit. Sidewalks for this project were selected through and funded by the Transportation Benefit District - Sidewalk Program (specifically the Citizen Transportation Advisory Board (CTAB) before it was dissolved and replaced by the Transportation Commission).

On March 23, 2026, bids were opened for the above project. The low bid was from Wm Winkler Company in the amount of $445,737.00, which is $114,549.00 or 20% below the Engineer's Estimate of $560,286.00. Four other bids were received as follows: Go Green Concrete - $477, 934.00, Cameron Reilly – $480,801.00, Liberty Northwest Construction – $536,434.00, and Bacon Concrete Inc. – $544,736.00.

**What impacts would the proposal have on historically excluded communities?**

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** $445,737.00 |
| Current Year Cost | **$** $445,737.00 |
| Subsequent Year(s) Cost | **$** |

**Narrative**

N/A

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** $445,737.00 | **#** 1990-49890-95300-56501-21047 |
| Select | **$** | **#** |
| 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** | ALBIN-MOORE, ANGELA | | |
| **Legal** | HARRINGTON, | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| Mat Haneke mhaneke@wmwinkler.com or Brian Winkler brian@wmwinkler.com (signee) | publicworksaccounting@spokanecity.org |
| tax&licenses@spokanecity.org | dbuller@spokanecity.org |
| eraea@spokanecity.org | Jradams@spokanecity.org |
| mvallen@spokanecity.org | pyoung@spokanecity.org |
| jrhall@spokanecity.org | |

City Clerk's No. OPR 2026-0251
Engineering No. 2024065

# City of Spokane

## PUBLIC WORKS CONTRACT

Title: **NORTH HILLYARD SIDEWALK INFILL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WM. WINKLER COMPANY**, whose address is 5516 North Starr Road, Newman Lake, Washington 99025 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **NORTH HILLYARD SIDEWALK INFILL.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2024065 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

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

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $445,737.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. 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.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or

other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

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

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. 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.

30. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

31. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City’s web based construction management software. A City representative will be available to assist in learning this process.

**WM. WINKLER COMPANY**

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

**Attachments that are part of this Contract**:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

26-069

## PAYMENT BOND

We, **WM. WINKLER COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS ($445,737.00)** 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 **NORTH HILLYARD SIDEWALK INFILL.** 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 _____.

**WM. WINKLER COMPANY**,

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 _____

## PERFORMANCE BOND

We, **WM. WINKLER COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS ($445,737.00)** 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 **NORTH HILLYARD SIDEWALK INFILL.** 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 _____

**WM. WINKLER COMPANY**,

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 _____

**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)<br>Title of Certifying Official (Type or Print) | Signature<br>Date (Type or Print) |

## SCHEDULE A-1

***Tax Classification: Sales tax shall be included in unit prices***

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| 1 | ADA FEATURES SURVEYING | 1.00 LS | $ | 155.00 | $ | 155.00 |
| 2 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST | $ | 1.00 | $ | 1.00 |
| 3 | SPCC PLAN | 1.00 LS | $ | 400.00 | $ | 400.00 |
| 4 | PUBLIC LIAISON REPRESENTATIVE | 1.00 LS | $ | 5,415.00 | $ | 5,415.00 |
| 5 | MOBILIZATION | 1.00 LS | $ | 32,500.00 | $ | 32,500.00 |
| 6 | PROJECT TEMPORARY TRAFFIC CONTROL | 1.00 LS | $ | 19,000.00 | $ | 19,000.00 |
| 7 | WORK ZONE SAFETY CONTINGENCY | 1,000.00 FA | $ | 1.00 | $ | 1,000.00 |
| 8 | CLEARING AND GRUBBING | 1.00 LS | $ | 17,500.00 | $ | 17,500.00 |
| 9 | TREE ROOT TREATMENT | 17.00 EA | $ | 605.00 | $ | 10,285.00 |
| 10 | TREE PROTECTION ZONE | 11.00 EA | $ | 172.00 | $ | 1,892.00 |
| 11 | REMOVE TREE, CLASS I | 2.00 EA | $ | 208.00 | $ | 416.00 |
| 12 | REMOVE TREE, CLASS II | 2.00 EA | $ | 720.00 | $ | 1,440.00 |
| 13 | REMOVE TREE, CLASS III | 1.00 EA | $ | 2,950.00 | $ | 2,950.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | TREE PRUNING | 18.00 EA | $ | 195.00 | $ | 3,510.00 |
| 15 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1.00 LS | $ | 1,697.00 | $ | 1,697.00 |
| 16 | REMOVE EXISTING CURB | 1,500.00 LF | $ | 7.25 | $ | 10,875.00 |
| 17 | REMOVE EXISTING SIDEWALK, DRIVEWAY, AND ALLEY | 450.00 SY | $ | 20.00 | $ | 9,000.00 |
| 18 | SAWCUTTING CURB | 100.00 EA | $ | 32.00 | $ | 3,200.00 |
| 19 | SAWCUTTING RIGID PAVEMENT | 1,950.00 LFI | $ | 1.00 | $ | 1,950.00 |
| 20 | SAWCUTTING FLEXIBLE PAVEMENT | 300.00 LFI | $ | 0.70 | $ | 210.00 |
| 21 | CSTC FOR GRAVEL DRIVEWAY TRANSITIONS | 12.00 CY | $ | 380.50 | $ | 4,566.00 |
| 22 | CSTC FOR SIDEWALK, 2 INCH THICK | 1,550.00 SY | $ | 10.20 | $ | 15,810.00 |
| 23 | CSTC FOR DRIVEWAYS, 4 INCH THICK | 900.00 SY | $ | 23.00 | $ | 20,700.00 |
| 24 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK | 100.00 SY | $ | 104.25 | $ | 10,425.00 |
| 25 | COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK | 20.00 SY | $ | 178.00 | $ | 3,560.00 |
| 26 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 100.00 SY | $ | 15.75 | $ | 1,575.00 |
| 27 | CEMENT CONCRETE CURB WALL | 65.00 LF | $ | 77.20 | $ | 5,018.00 |
| 28 | POTHOLING | 1.00 EA | $ | 475.00 | $ | 475.00 |
| 29 | GRATE INLET TYPE 3 | 1.00 EA | $ | 1,625.00 | $ | 1,625.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 30 | ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE | 2.00 EA | $ | 600.00 | $ | 1,200.00 |
| 31 | ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE | 1.00 EA | $ | 600.00 | $ | 600.00 |
| 32 | ADJUST EXISTING PRIVATE UTILITY IN CONCRETE | 1.00 EA | $ | 500.00 | $ | 500.00 |
| 33 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 3.00 EA | $ | 735.00 | $ | 2,205.00 |
| 34 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 5.00 EA | $ | 735.00 | $ | 3,675.00 |
| 35 | REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER | 2.00 EA | $ | 940.00 | $ | 1,880.00 |
| 36 | VALVE BOX AND COVER | 18.00 EA | $ | 425.00 | $ | 7,650.00 |
| 37 | CLEANING EXISTING DRAINAGE STRUCTURE | 7.00 EA | $ | 291.00 | $ | 2,037.00 |
| 38 | CATCH BASIN DI SEWER PIPE 8 IN. DIA. | 8.00 LF | $ | 250.00 | $ | 2,000.00 |
| 39 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 1.00 EA | $ | 853.00 | $ | 853.00 |
| 40 | TEMPORARY ADJACENT UTILITY SUPPORT | 1.00 LS | $ | 400.00 | $ | 400.00 |
| 41 | TRENCH SAFETY SYSTEM | 1.00 LS | $ | 242.00 | $ | 242.00 |
| 42 | ESC LEAD | 1.00 LS | $ | 545.00 | $ | 545.00 |
| 43 | INLET PROTECTION | 15.00 EA | $ | 98.00 | $ | 1,470.00 |
| 44 | TOPSOIL TYPE A, 2 INCH THICK | 50.00 SY | $ | 13.50 | $ | 675.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 45 | ROCK MULCH | 4.00 CY | $ | 225.00 | $ | 900.00 |
| 46 | SEEDED LAWN INSTALLATION | 100.00 SY | $ | 7.25 | $ | 725.00 |
| 47 | SOD INSTALLATION | 75.00 SY | $ | 20.00 | $ | 1,500.00 |
| 48 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1.00 LS | $ | 1,275.00 | $ | 1,275.00 |
| 49 | CEMENT CONCRETE CURB | 1,750.00 LF | $ | 31.00 | $ | 54,250.00 |
| 50 | CEMENT CONCRETE DRIVEWAY - HIGH EARLY | 750.00 SY | $ | 84.00 | $ | 63,000.00 |
| 51 | CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY | 150.00 SY | $ | 72.00 | $ | 10,800.00 |
| 52 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 5.00 EA | $ | 2,700.00 | $ | 13,500.00 |
| 53 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1.00 LS | $ | 3,750.00 | $ | 3,750.00 |
| 54 | CEMENT CONCRETE SIDEWALK | 1,550.00 SY | $ | 46.30 | $ | 71,765.00 |
| 55 | RAMP DETECTABLE WARNING | 80.00 SF | $ | 24.00 | $ | 1,920.00 |
| 56 | INSTALL MAILBOX CLUSTER UNIT FOUNDATION | 4.00 EA | $ | 1,708.00 | $ | 6,832.00 |
| 57 | SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS | 1.00 LS | $ | 1,070.00 | $ | 1,070.00 |
| 58 | PAVEMENT MARKING - DURABLE HEAT APPLIED | 80.00 SF | $ | 17.10 | $ | 1,368.00 |
| | | | ***Schedule A-1 Subtotal*** | | $ | 445,737.00 |

| | | | |
|---|---|---|---|
| ***Summary of Bid Items*** | ***Bid Total*** | $ | 445,737.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

**Project Number** 2024065

**Project Description** North Hillyard Sidewalk **Original Date** 3/23/2026 2:13:00 PM

| Project Number: 2024065 | | | Engineer's Estimate | | WM WINKLER COMPANY (Submitted) | | GO GREEN CONCRETE (Submitted) | | CAMERON REILLY (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | | | Tax Classification | | | | | | | |
| Schedule 01 | | | Sales tax shall be included in unit prices | | | | | | | |
| 1 | ADA FEATURES SURVEYING | 1 LS | 1,500.00 | 1,500.00 | 155.00 | $155.00 | 500.00 | $500.00 | 1,600.00 | $1,600.00 |
| 2 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 3 | SPCC PLAN | 1 LS | 500.00 | 500.00 | 400.00 | $400.00 | 750.00 | $750.00 | 1,100.00 | $1,100.00 |
| 4 | PUBLIC LIAISON REPRESENTATIVE | 1 LS | 2,500.00 | 2,500.00 | 5,415.00 | $5,415.00 | 2,500.00 | $2,500.00 | 5,000.00 | $5,000.00 |
| 5 | MOBILIZATION | 1 LS | 50,000.00 | 50,000.00 | 32,500.00 | $32,500.00 | 34,000.00 | $34,000.00 | 17,500.00 | $17,500.00 |
| 6 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 30,000.00 | 30,000.00 | 19,000.00 | $19,000.00 | 9,488.00 | $9,488.00 | 20,000.00 | $20,000.00 |
| 7 | WORK ZONE SAFETY CONTINGENCY | 1000 FA | 1.00 | 1,000.00 | 1.00 | $1,000.00 | 1.00 | $1,000.00 | 1.00 | $1,000.00 |
| 8 | CLEARING AND GRUBBING | 1 LS | 4,000.00 | 4,000.00 | 17,500.00 | $17,500.00 | 29,750.00 | $29,750.00 | 42,500.00 | $42,500.00 |
| 9 | TREE ROOT TREATMENT | 17 EA | 550.00 | 9,350.00 | 605.00 | $10,285.00 | 575.00 | $9,775.00 | 676.00 | $11,492.00 |
| 10 | TREE PROTECTION ZONE | 11 EA | 250.00 | 2,750.00 | 172.00 | $1,892.00 | 165.00 | $1,815.00 | 194.00 | $2,134.00 |
| 11 | REMOVE TREE, CLASS I | 2 EA | 700.00 | 1,400.00 | 208.00 | $416.00 | 195.00 | $390.00 | 230.00 | $460.00 |
| 12 | REMOVE TREE, CLASS II | 2 EA | 2,000.00 | 4,000.00 | 720.00 | $1,440.00 | 675.00 | $1,350.00 | 795.00 | $1,590.00 |
| 13 | REMOVE TREE, CLASS III | 1 EA | 3,700.00 | 3,700.00 | 2,950.00 | $2,950.00 | 2,825.00 | $2,825.00 | 3,325.00 | $3,325.00 |
| 14 | TREE PRUNING | 18 EA | 300.00 | 5,400.00 | 195.00 | $3,510.00 | 185.00 | $3,330.00 | 218.00 | $3,924.00 |
| 15 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1 LS | 3,500.00 | 3,500.00 | 1,697.00 | $1,697.00 | 7,090.00 | $7,090.00 | 3,500.00 | $3,500.00 |
| 16 | REMOVE EXISTING CURB | 1500 LF | 10.00 | 15,000.00 | 7.25 | $10,875.00 | 12.00 | $18,000.00 | 9.00 | $13,500.00 |
| 17 | REMOVE EXISTING SIDEWALK, DRIVEWAY, AND ALLEY | 450 SY | 20.00 | 9,000.00 | 20.00 | $9,000.00 | 22.00 | $9,900.00 | 22.00 | $9,900.00 |
| 18 | SAWCUTTING CURB | 100 EA | 35.00 | 3,500.00 | 32.00 | $3,200.00 | 65.00 | $6,500.00 | 21.00 | $2,100.00 |
| 19 | SAWCUTTING RIGID PAVEMENT | 1950 LFI | 2.00 | 3,900.00 | 1.00 | $1,950.00 | 1.50 | $2,925.00 | 1.10 | $2,145.00 |
| 20 | SAWCUTTING FLEXIBLE PAVEMENT | 300 LFI | 1.50 | 450.00 | 0.70 | $210.00 | 1.00 | $300.00 | 1.25 | $375.00 |
| 21 | CSTC FOR GRAVEL DRIVEWAY TRANSITIONS | 12 CY | 75.00 | 900.00 | 380.50 | $4,566.00 | 250.00 | $3,000.00 | 130.00 | $1,560.00 |
| 22 | CSTC FOR SIDEWALK, 2 INCH THICK | 1550 SY | 25.00 | 38,750.00 | 10.20 | $15,810.00 | 9.00 | $13,950.00 | 18.00 | $27,900.00 |
| 23 | CSTC FOR DRIVEWAYS, 4 INCH THICK | 900 SY | 45.00 | 40,500.00 | 23.00 | $20,700.00 | 16.00 | $14,400.00 | 22.00 | $19,800.00 |
| 24 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK | 100 SY | 150.00 | 15,000.00 | 104.25 | $10,425.00 | 100.00 | $10,000.00 | 100.00 | $10,000.00 |
| 25 | COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK | 20 SY | 150.00 | 3,000.00 | 178.00 | $3,560.00 | 167.00 | $3,340.00 | 169.00 | $3,380.00 |
| 26 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 100 SY | 50.00 | 5,000.00 | 15.75 | $1,575.00 | 95.00 | $9,500.00 | 38.00 | $3,800.00 |
| 27 | CEMENT CONCRETE CURB WALL | 65 LF | 285.00 | 18,525.00 | 77.20 | $5,018.00 | 90.00 | $5,850.00 | 68.00 | $4,420.00 |
| 28 | POTHOLING | 1 EA | 700.00 | 700.00 | 475.00 | $475.00 | 650.00 | $650.00 | 125.00 | $125.00 |
| 29 | GRATE INLET TYPE 3 | 1 EA | 2,300.00 | 2,300.00 | 1,625.00 | $1,625.00 | 2,350.00 | $2,350.00 | 2,630.00 | $2,630.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024065 | | | Engineer's Estimate | | LIBERTY NORTHWEST CONSTRUCTION (Submitted) | | BACON CONCRETE INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | | | Tax Classification | | | | | |
| Schedule 01 | | | Sales tax shall be included in unit prices | | | | | |
| 1 | ADA FEATURES SURVEYING | 1 LS | 1,500.00 | 1,500.00 | 3,991.00 | $3,991.00 | 2,000.00 | $2,000.00 |
| 2 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 3 | SPCC PLAN | 1 LS | 500.00 | 500.00 | 640.00 | $640.00 | 500.00 | $500.00 |
| 4 | PUBLIC LIAISON REPRESENTATIVE | 1 LS | 2,500.00 | 2,500.00 | 2,132.00 | $2,132.00 | 3,000.00 | $3,000.00 |
| 5 | MOBILIZATION | 1 LS | 50,000.00 | 50,000.00 | 42,045.00 | $42,045.00 | 40,000.00 | $40,000.00 |
| 6 | PROJECT TEMPORARY TRAFFIC CONTROL | 1 LS | 30,000.00 | 30,000.00 | 36,617.00 | $36,617.00 | 22,000.00 | $22,000.00 |
| 7 | WORK ZONE SAFETY CONTINGENCY | 1000 FA | 1.00 | 1,000.00 | 1.00 | $1,000.00 | 1.00 | $1,000.00 |
| 8 | CLEARING AND GRUBBING | 1 LS | 4,000.00 | 4,000.00 | 6,541.00 | $6,541.00 | 6,000.00 | $6,000.00 |
| 9 | TREE ROOT TREATMENT | 17 EA | 550.00 | 9,350.00 | 677.00 | $11,509.00 | 600.00 | $10,200.00 |
| 10 | TREE PROTECTION ZONE | 11 EA | 250.00 | 2,750.00 | 194.00 | $2,134.00 | 180.00 | $1,980.00 |
| 11 | REMOVE TREE, CLASS I | 2 EA | 700.00 | 1,400.00 | 230.00 | $460.00 | 200.00 | $400.00 |
| 12 | REMOVE TREE, CLASS II | 2 EA | 2,000.00 | 4,000.00 | 795.00 | $1,590.00 | 750.00 | $1,500.00 |
| 13 | REMOVE TREE, CLASS III | 1 EA | 3,700.00 | 3,700.00 | 3,326.00 | $3,326.00 | 3,000.00 | $3,000.00 |
| 14 | TREE PRUNING | 18 EA | 300.00 | 5,400.00 | 218.00 | $3,924.00 | 190.00 | $3,420.00 |
| 15 | REMOVAL OF STRUCTURE AND OBSTRUCTION | 1 LS | 3,500.00 | 3,500.00 | 12,371.00 | $12,371.00 | 6,000.00 | $6,000.00 |
| 16 | REMOVE EXISTING CURB | 1500 LF | 10.00 | 15,000.00 | 7.50 | $11,250.00 | 15.00 | $22,500.00 |
| 17 | REMOVE EXISTING SIDEWALK, DRIVEWAY, AND ALLEY | 450 SY | 20.00 | 9,000.00 | 15.00 | $6,750.00 | 25.00 | $11,250.00 |
| 18 | SAWCUTTING CURB | 100 EA | 35.00 | 3,500.00 | 29.00 | $2,900.00 | 40.00 | $4,000.00 |
| 19 | SAWCUTTING RIGID PAVEMENT | 1950 LFI | 2.00 | 3,900.00 | 3.50 | $6,825.00 | 2.40 | $4,680.00 |
| 20 | SAWCUTTING FLEXIBLE PAVEMENT | 300 LFI | 1.50 | 450.00 | 2.50 | $750.00 | 6.00 | $1,800.00 |
| 21 | CSTC FOR GRAVEL DRIVEWAY TRANSITIONS | 12 CY | 75.00 | 900.00 | 72.00 | $864.00 | 100.00 | $1,200.00 |
| 22 | CSTC FOR SIDEWALK, 2 INCH THICK | 1550 SY | 25.00 | 38,750.00 | 3.00 | $4,650.00 | 6.00 | $9,300.00 |
| 23 | CSTC FOR DRIVEWAYS, 4 INCH THICK | 900 SY | 45.00 | 40,500.00 | 6.00 | $5,400.00 | 9.00 | $8,100.00 |
| 24 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK | 100 SY | 150.00 | 15,000.00 | 117.00 | $11,700.00 | 120.00 | $12,000.00 |
| 25 | COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK | 20 SY | 150.00 | 3,000.00 | 196.00 | $3,920.00 | 175.00 | $3,500.00 |
| 26 | PAVEMENT REPAIR EXCAVATION INCL. HAUL | 100 SY | 50.00 | 5,000.00 | 38.00 | $3,800.00 | 65.00 | $6,500.00 |
| 27 | CEMENT CONCRETE CURB WALL | 65 LF | 285.00 | 18,525.00 | 122.00 | $7,930.00 | 120.00 | $7,800.00 |
| 28 | POTHOLING | 1 EA | 700.00 | 700.00 | 1,307.00 | $1,307.00 | 300.00 | $300.00 |
| 29 | GRATE INLET TYPE 3 | 1 EA | 2,300.00 | 2,300.00 | 3,885.00 | $3,885.00 | 2,400.00 | $2,400.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024065 | | | Engineer's Estimate | | WM WINKLER COMPANY (Submitted) | | GO GREEN CONCRETE (Submitted) | | CAMERON REILLY (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 30 | ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE | 2 EA | 500.00 | 1,000.00 | 600.00 | $1,200.00 | 825.00 | $1,650.00 | 350.00 | $700.00 |
| 31 | ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE | 1 EA | 600.00 | 600.00 | 600.00 | $600.00 | 950.00 | $950.00 | 350.00 | $350.00 |
| 32 | ADJUST EXISTING PRIVATE UTILITY IN CONCRETE | 1 EA | 500.00 | 500.00 | 500.00 | $500.00 | 950.00 | $950.00 | 350.00 | $350.00 |
| 33 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 3 EA | 1,400.00 | 4,200.00 | 735.00 | $2,205.00 | 1,550.00 | $4,650.00 | 1,075.00 | $3,225.00 |
| 34 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 5 EA | 1,400.00 | 7,000.00 | 735.00 | $3,675.00 | 1,450.00 | $7,250.00 | 1,075.00 | $5,375.00 |
| 35 | REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER | 2 EA | 1,500.00 | 3,000.00 | 940.00 | $1,880.00 | 1,925.00 | $3,850.00 | 1,025.00 | $2,050.00 |
| 36 | VALVE BOX AND COVER | 18 EA | 900.00 | 16,200.00 | 425.00 | $7,650.00 | 450.00 | $8,100.00 | 290.00 | $5,220.00 |
| 37 | CLEANING EXISTING DRAINAGE STRUCTURE | 7 EA | 525.00 | 3,675.00 | 291.00 | $2,037.00 | 1,200.00 | $8,400.00 | 700.00 | $4,900.00 |
| 38 | CATCH BASIN DI SEWER PIPE 8 IN. DIA. | 8 LF | 200.00 | 1,600.00 | 250.00 | $2,000.00 | 325.00 | $2,600.00 | 150.00 | $1,200.00 |
| 39 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 1 EA | 400.00 | 400.00 | 853.00 | $853.00 | 1,100.00 | $1,100.00 | 500.00 | $500.00 |
| 40 | TEMPORARY ADJACENT UTILITY SUPPORT | 1 LS | 500.00 | 500.00 | 400.00 | $400.00 | 750.00 | $750.00 | 400.00 | $400.00 |
| 41 | TRENCH SAFETY SYSTEM | 1 LS | 500.00 | 500.00 | 242.00 | $242.00 | 750.00 | $750.00 | 400.00 | $400.00 |
| 42 | ESC LEAD | 1 LS | 1,000.00 | 1,000.00 | 545.00 | $545.00 | 2,500.00 | $2,500.00 | 750.00 | $750.00 |
| 43 | INLET PROTECTION | 15 EA | 140.00 | 2,100.00 | 98.00 | $1,470.00 | 100.00 | $1,500.00 | 68.00 | $1,020.00 |
| 44 | TOPSOIL TYPE A, 2 INCH THICK | 50 SY | 20.00 | 1,000.00 | 13.50 | $675.00 | 30.00 | $1,500.00 | 25.00 | $1,250.00 |
| 45 | ROCK MULCH | 4 CY | 250.00 | 1,000.00 | 225.00 | $900.00 | 250.00 | $1,000.00 | 370.00 | $1,480.00 |
| 46 | SEEDED LAWN INSTALLATION | 100 SY | 15.00 | 1,500.00 | 7.25 | $725.00 | 22.00 | $2,200.00 | 9.00 | $900.00 |
| 47 | SOD INSTALLATION | 75 SY | 21.00 | 1,575.00 | 20.00 | $1,500.00 | 28.00 | $2,100.00 | 31.00 | $2,325.00 |
| 48 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS | 1,500.00 | 1,500.00 | 1,275.00 | $1,275.00 | 3,500.00 | $3,500.00 | 3,200.00 | $3,200.00 |
| 49 | CEMENT CONCRETE CURB | 1750 LF | 30.00 | 52,500.00 | 31.00 | $54,250.00 | 27.00 | $47,250.00 | 30.00 | $52,500.00 |
| 50 | CEMENT CONCRETE DRIVEWAY - HIGH EARLY | 750 SY | 83.00 | 62,250.00 | 84.00 | $63,000.00 | 70.00 | $52,500.00 | 78.00 | $58,500.00 |
| 51 | CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY | 150 SY | 80.00 | 12,000.00 | 72.00 | $10,800.00 | 60.00 | $9,000.00 | 78.00 | $11,700.00 |
| 52 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 5 EA | 700.00 | 3,500.00 | 2,700.00 | $13,500.00 | 500.00 | $2,500.00 | 610.00 | $3,050.00 |
| 53 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 1,500.00 | 1,500.00 | 3,750.00 | $3,750.00 | 3,500.00 | $3,500.00 | 4,300.00 | $4,300.00 |
| 54 | CEMENT CONCRETE SIDEWALK | 1550 SY | 60.00 | 93,000.00 | 46.30 | $71,765.00 | 58.00 | $89,900.00 | 58.00 | $89,900.00 |
| 55 | RAMP DETECTABLE WARNING | 80 SF | 32.00 | 2,560.00 | 24.00 | $1,920.00 | 38.00 | $3,040.00 | 25.00 | $2,000.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024065 | | | Engineer's Estimate | | LIBERTY NORTHWEST CONSTRUCTION (Submitted) | | BACON CONCRETE INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 30 | ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE | 2 EA | 500.00 | 1,000.00 | 694.00 | $1,388.00 | 750.00 | $1,500.00 |
| 31 | ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE | 1 EA | 600.00 | 600.00 | 2,098.00 | $2,098.00 | 750.00 | $750.00 |
| 32 | ADJUST EXISTING PRIVATE UTILITY IN CONCRETE | 1 EA | 500.00 | 500.00 | 1,192.00 | $1,192.00 | 750.00 | $750.00 |
| 33 | RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE | 3 EA | 1,400.00 | 4,200.00 | 1,950.00 | $5,850.00 | 975.00 | $2,925.00 |
| 34 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE | 5 EA | 1,400.00 | 7,000.00 | 1,950.00 | $9,750.00 | 975.00 | $4,875.00 |
| 35 | REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER | 2 EA | 1,500.00 | 3,000.00 | 1,899.00 | $3,798.00 | 975.00 | $1,950.00 |
| 36 | VALVE BOX AND COVER | 18 EA | 900.00 | 16,200.00 | 759.00 | $13,662.00 | 260.00 | $4,680.00 |
| 37 | CLEANING EXISTING DRAINAGE STRUCTURE | 7 EA | 525.00 | 3,675.00 | 616.00 | $4,312.00 | 800.00 | $5,600.00 |
| 38 | CATCH BASIN DI SEWER PIPE 8 IN. DIA. | 8 LF | 200.00 | 1,600.00 | 214.00 | $1,712.00 | 200.00 | $1,600.00 |
| 39 | CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH | 1 EA | 400.00 | 400.00 | 1,379.00 | $1,379.00 | 850.00 | $850.00 |
| 40 | TEMPORARY ADJACENT UTILITY SUPPORT | 1 LS | 500.00 | 500.00 | 1,574.00 | $1,574.00 | 1,000.00 | $1,000.00 |
| 41 | TRENCH SAFETY SYSTEM | 1 LS | 500.00 | 500.00 | 1,008.00 | $1,008.00 | 100.00 | $100.00 |
| 42 | ESC LEAD | 1 LS | 1,000.00 | 1,000.00 | 826.00 | $826.00 | 400.00 | $400.00 |
| 43 | INLET PROTECTION | 15 EA | 140.00 | 2,100.00 | 230.00 | $3,450.00 | 100.00 | $1,500.00 |
| 44 | TOPSOIL TYPE A, 2 INCH THICK | 50 SY | 20.00 | 1,000.00 | 54.00 | $2,700.00 | 15.00 | $750.00 |
| 45 | ROCK MULCH | 4 CY | 250.00 | 1,000.00 | 376.00 | $1,504.00 | 100.00 | $400.00 |
| 46 | SEEDED LAWN INSTALLATION | 100 SY | 15.00 | 1,500.00 | 4.00 | $400.00 | 10.00 | $1,000.00 |
| 47 | SOD INSTALLATION | 75 SY | 21.00 | 1,575.00 | 42.00 | $3,150.00 | 35.00 | $2,625.00 |
| 48 | REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES | 1 LS | 1,500.00 | 1,500.00 | 6,460.00 | $6,460.00 | 6,000.00 | $6,000.00 |
| 49 | CEMENT CONCRETE CURB | 1750 LF | 30.00 | 52,500.00 | 39.00 | $68,250.00 | 46.00 | $80,500.00 |
| 50 | CEMENT CONCRETE DRIVEWAY - HIGH EARLY | 750 SY | 83.00 | 62,250.00 | 87.00 | $65,250.00 | 100.00 | $75,000.00 |
| 51 | CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY | 150 SY | 80.00 | 12,000.00 | 103.00 | $15,450.00 | 100.00 | $15,000.00 |
| 52 | REFERENCE AND REESTABLISH SURVEY MONUMENT | 5 EA | 700.00 | 3,500.00 | 1,222.00 | $6,110.00 | 750.00 | $3,750.00 |
| 53 | CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS | 1 LS | 1,500.00 | 1,500.00 | 1,554.00 | $1,554.00 | 4,000.00 | $4,000.00 |
| 54 | CEMENT CONCRETE SIDEWALK | 1550 SY | 60.00 | 93,000.00 | 66.00 | $102,300.00 | 78.00 | $120,900.00 |
| 55 | RAMP DETECTABLE WARNING | 80 SF | 32.00 | 2,560.00 | 37.00 | $2,960.00 | 30.00 | $2,400.00 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| Project Number: 2024065 | | | Engineer's Estimate | | WM WINKLER COMPANY (Submitted) | | GO GREEN CONCRETE (Submitted) | | CAMERON REILLY (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 56 | INSTALL MAILBOX CLUSTER UNIT FOUNDATION | 4 EA | 500.00 | 2,000.00 | 1,708.00 | $6,832.00 | 1,000.00 | $4,000.00 | 960.00 | $3,840.00 |
| 57 | SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS | 1 LS | 4,000.00 | 4,000.00 | 1,070.00 | $1,070.00 | 4,755.00 | $4,755.00 | 1,175.00 | $1,175.00 |
| 58 | PAVEMENT MARKING - DURABLE HEAT APPLIED | 80 SF | 25.00 | 2,000.00 | 17.10 | $1,368.00 | 12.00 | $960.00 | 18.50 | $1,480.00 |
| **Bid Total** | | | | **$560,286.00** | | **$445,737.00** | | **$477,934.00** | | **$480,801.00** |

# *City Of Spokane*
## *Engineering Services Department*
## ****Bid Tabulation****

| ***Project Number:*** **2024065** | | | ***Engineer's Estimate*** | | LIBERTY NORTHWEST CONSTRUCTION (Submitted) | | BACON CONCRETE INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|
| ***Item No*** | ***Bid Item Description*** | ***Est Qty*** | ***Unit Price*** | ***Amount*** | ***Unit Price*** | ***Amount*** | ***Unit Price*** | ***Amount*** |
| 56 | INSTALL MAILBOX CLUSTER UNIT FOUNDATION | 4 EA | 500.00 | 2,000.00 | 354.00 | $1,416.00 | 1,000.00 | $4,000.00 |
| 57 | SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS | 1 LS | 4,000.00 | 4,000.00 | 5,599.00 | $5,599.00 | 2,000.00 | $2,000.00 |
| 58 | PAVEMENT MARKING - DURABLE HEAT APPLIED | 80 SF | 25.00 | 2,000.00 | 14.00 | $1,120.00 | 20.00 | $1,600.00 |
| **Bid Total** | | | | **$560,286.00** | | **$536,434.00** | | **$544,736.00** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

### SCHEDULE SUMMARY

| | Sched 1 | Sched 2 | Sched 3 | Sched 4 | Total |
|---|---|---|---|---|---|
| ENGINEER'S ESTIMATE | 560,286.00 | 0.00 | 0.00 | 0.00 | 560,286.00 |
| WM WINKLER COMPANY (Submitted) | 445,737.00 | 0.00 | 0.00 | 0.00 | 445,737.00 |
| GO GREEN CONCRETE (Submitted) | 477,934.00 | 0.00 | 0.00 | 0.00 | 477,934.00 |
| CAMERON REILLY (Submitted) | 480,801.00 | 0.00 | 0.00 | 0.00 | 480,801.00 |
| LIBERTY NORTHWEST CONSTRUCTION (Submitted) | 536,434.00 | 0.00 | 0.00 | 0.00 | 536,434.00 |
| BACON CONCRETE INC (Submitted) | 544,736.00 | 0.00 | 0.00 | 0.00 | 544,736.00 |

***Low Bid Contractor:*** WM WINKLER COMPANY

| | Contractor's Bid | Engineer's Estimate | % Variance | |
|---|---|---|---|---|
| ***Schedule 01*** | 445,737.00 | 560,286.00 | 20.44 | % Under Estimate |
| ***Schedule 02*** | 0.00 | 0.00 | | % Under Estimate |
| ***Schedule 03*** | 0.00 | 0.00 | | % Under Estimate |
| ***Schedule 04*** | 0.00 | 0.00 | | % Under Estimate |
| ***Bid Totals*** | 445,737.00 | 560,286.00 | 20.44 | % Under Estimate |

Washington State Department of Revenue

Business Lookup

## License Information:

New search Back to results

**Entity name:** WM. WINKLER COMPANY

**Business name:** WM. WINKLER COMPANY

**Entity type:** Profit Corporation

**UBI #:** 602-703-784

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

**Mailing address:** 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

**Excise tax and reseller permit status:** Click here

**Secretary of State information:** Click here

## Endorsements

Filter

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Cheney General Business - Non-Resident | BUS2010-145 | | | Active | Mar-31-2026 | Jan-29-2019 |
| Clarkston General Business - Non-Resident | 009256.0 | | | Active | Mar-31-2026 | Jul-31-2009 |
| Kennewick General Business - Non-Resident | 103615 | | | Active | Mar-31-2026 | Aug-16-2005 |
| Liberty Lake General Business - Non-Resident | 00434 | | | Active | Mar-31-2026 | Mar-20-2006 |

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|---|---|---|---|---|---|
| Minor Work Permit | | | | Active | Mar-31-2026 | Jul-14-2017 |
| Moses Lake General Business - Non-Resident | BUS2014-09906 | | | Active | Mar-31-2026 | Apr-23-2014 |
| Pasco General Business - Non-Resident | 10278 | | | Active | Mar-31-2026 | Aug-17-2005 |
| Quincy General Business - Non-Resident | 2019-006 | | | Active | Mar-31-2026 | Jan-23-2019 |
| Richland General Business - Non-Resident | F0E834 | | | Active | Mar-31-2026 | Apr-03-2008 |
| Spokane General Business - Non-Resident | T11099851BUS | | | Active | Mar-31-2026 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Mar-31-2026 | Apr-03-2008 |
| Sunnyside General Business - Non-Resident | | | | Active | Mar-31-2026 | Nov-01-2017 |
| Wenatchee General Business - Non-Resident | 160191 | | | Active | Mar-31-2026 | Oct-16-2019 |
| West Richland General Business - NR | 2773 | | | Active | Mar-31-2026 | May-17-2006 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| WINKLER, BRIAN J | |

## Registered Trade Names

| Registered trade names | Status | First issued |
|---|---|---|
| WILLIAM WINKLER CO | Active | Mar-20-2007 |
| WILLIAM WINKLER COMPANY | Active | Mar-20-2007 |

The Business Lookup information is updated nightly. Search date and time: 3/23/2026 2:31:42 PM

**Contact us**

How are we doing?
**Take our survey!**

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

**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**<br>Parker Smith & Feek Insurance LLC<br>2233 112th Ave NE<br>Bellevue WA 98004<br><br>License#: PC-1719201 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Wm Winkler Company<br>PO Box 430<br>Newman Lake WA 99025<br>WMWINKL-02 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Zurich American Insurance Company / 16535<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 772480298 **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**<br>CLAIMS-MADE [X] OCCUR<br>X PDF DED $1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | | GLO441452803 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | Y | | BAP641138903 | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | GLO441452803 | 4/1/2025 | 4/1/2026 | PER STATUTE [X] OTH-ER WA STOP GAP<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

RE: Project #2024065 N. Hillyard Sidewalks.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

**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**

Britt Messner

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# Coverage Extension Endorsement

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. | Effective Date: 04/01/2025 |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage:** The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the 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.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Contractors Liability Supplemental Coverages and Conditions

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 4414528 - 03 | Effective Date: 04/01/2025 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**NON-OWNED WATERCRAFT SCHEDULE**

Watercraft Length: 51 feet

(If no amount is shown above, 51 feet applies.)

**A. Non-owned Watercraft Liability Extended Coverage**

Paragraph **(2)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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

**(a)** Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and

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

**B. Damage To Premises Rented Or Occupied By You**

**1.** The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

**2.** The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 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.

**3.** Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**4.** Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**5.** Paragraph **(ii)** under Paragraph **4.b.(1)** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

**(ii)** That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

**6.** The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

**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 a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. 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 your 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.

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

**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 is the amount of insurance:

**a.** Required by the written contract or written agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. 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) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and 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 the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

**a.** Only applies to the extent permitted by law; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**b.** 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**:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the written contract or written agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations**

**1.** Section **II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

**a.** 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.

**b.** This insurance does not apply to:

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(2)** "Bodily injury" or "property damage included within the "products-completed operations hazard".

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.

**2.** 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 is the amount of insurance:

**a.** Required by the written contract or written agreement you have entered into with the additional insured; or

**b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement**

**1.** Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

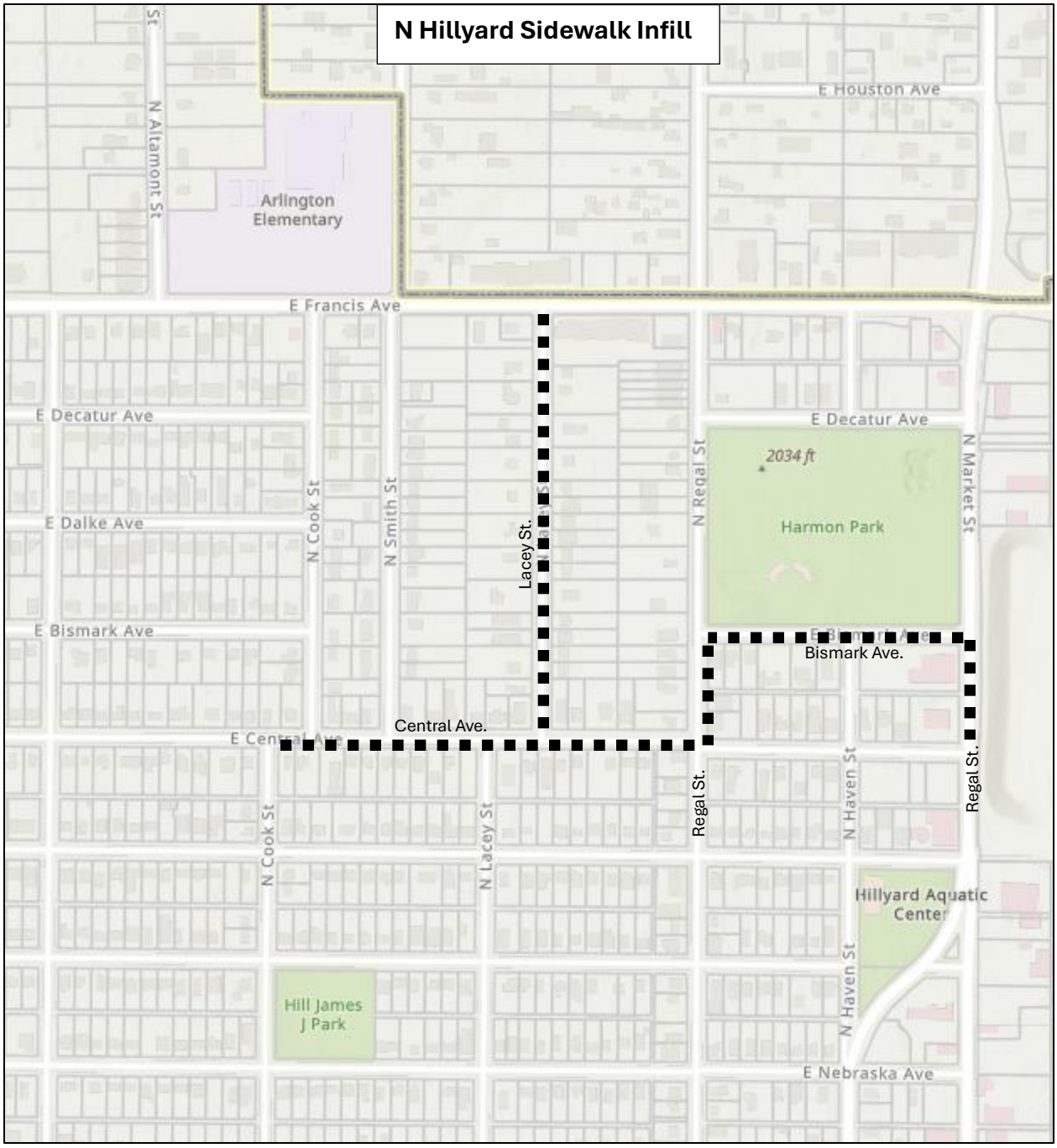
**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

**(1)** Liability for damages that the insured would have in the absence of the contract or agreement; or

**(2)** Liability for "personal and advertising injury" if:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.


N Hillyard Sidewalk Infill
E Houston Ave
N Altamont St
Arlington Elementary
E Francis Ave
E Decatur Ave
E Decatur Ave
2034 ft
N Regal St
N Market St
Harmon Park
E Dalke Ave
N Cook St
N Smith St
Lacey St.
E Bismark Ave
Bismark Ave.
Central Ave.
E Central Ave
Regal St.
Regal St.
N Haven St
N Cook St
N Lacey St
Hillyard Aquatic Center
Hill James J Park
N Haven St
E Nebraska Ave

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 02/09/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/4/2026 | | |
| **Clerk's File #** | OPR 2026-0252 | | |
| **Cross Ref #** | | | |
| **Project #** | 2025056 | | |
| **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 - 2025 ARTERIAL PAVEMENT REPAIR 2025056 - BOYD'S J&C | | |

## Agenda Wording

Low Bid of Boyd's J&C Construction (Chewelah, WA) for 2025 Arterial Pavement Repair - $434,263.80. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

## Summary (Background)

This locally funded project will repair significant pavement problem areas on arterials at various locations. This project is a more focused approach than the more typical grind and overlay project wherein we will address only the significant problem areas rather than overlaying the entire road. On March 2, 2026, bids were opened for the above project. The low bid was from Boyd's J&C Construction in the amount of $434,263.80, which is $46,704.20 below the Engineer's Estimate of $480,968.00. Four other bids were received as follows: LaRiviere, Inc., (Rathdrum, ID) - $623,890.20 Inland Asphalt Company, (Spokane, WA) - $732,732.00 Shamrock Paving, Inc., (Spokane, WA) - $927,784.50 Poe Asphalt Paving, (Post Falls, WA) - $1,401,473.80

**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 | $ 434,263.80 |
| Current Year Cost | $ 434,263.80 |
| Subsequent Year(s) Cost | $ 0 |

## Narrative

Locally funded.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 434,263.80 | # 3200 49828 95300 56501 86165 |
| 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 | ALBIN-MOORE, ANGELA | | |
| Legal | HARRINGTON, | | |
| For the Mayor | PICCOLO, MIKE | | |

## Distribution List

| | |
|---|---|
| | eraea@spokanecity.org |
| tax&licenses@spokanecity.org | publicworksaccounting@spokanecity.org |
| jrhall@spokanecity.org | dbuller@spokanecity.org |
| mvallen@spokanecity.org | jradams@spokanecity.org |
| pyoung@spokanecity.org | |

City Clerk's No. OPR 2026-0252
Engineering No. 2025056

# City of Spokane

## PUBLIC WORKS CONTRACT

Title: **2025 ARTERIAL PAVEMENT REPAIR**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BOYD'S J&C CONSTRUCTION**, whose address is 2434 Highway 395 South, Chewelah, Washington 99109 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2025 ARTERIAL PAVEMENT REPAIR.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2025056 shall apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

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

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-2 for the actual quantities furnished for each bid item at a total cost not to exceed $434,263.80, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 and A-2 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. 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.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or

other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

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

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. 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.

30. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

31. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City’s web based construction management software. A City representative will be available to assist in learning this process.

**BOYD’S J&C CONSTRUCTION**

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

**Attachments that are part of this Contract**:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedules A-1 and A-2

26-059

## PAYMENT BOND

We, **BOYD'S J&C CONSTRUCTION**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-THREE AND 80/100 DOLLARS ($434,263.80)** 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 **2025 ARTERIAL PAVEMENT REPAIR.** 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 _____.

**BOYD'S J&C CONSTRUCTION**,

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 _____

## PERFORMANCE BOND

We, **BOYD'S J&C CONSTRUCTION**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED SIXTY-THREE AND 80/100 DOLLARS ($434,263.80)** 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 **2025 ARTERIAL PAVEMENT REPAIR.** 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 _____

**BOYD'S J&C CONSTRUCTION**,

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 _____

**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)<br>Title of Certifying Official (Type or Print) | Signature<br>Date (Type or Print) |

# SCHEDULE A-1

***Tax Classification: Sales tax shall be included in unit prices***

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| 1 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1.00 EST | $ | 1.00 | $ | 1.00 |
| 2 | SPCC PLAN | 1.00 LS | $ | 3,993.50 | $ | 3,993.50 |
| 3 | PUBLIC LIAISON REPRESENTATIVE | 1.00 LS | $ | 16,430.40 | $ | 16,430.40 |
| 4 | MOBILIZATION, BASE | 1.00 LS | $ | 10,839.50 | $ | 10,839.50 |
| 5 | PROJECT TEMPORARY TRAFFIC CONTROL, BASE | 1.00 LS | $ | 9,356.20 | $ | 9,356.20 |
| 6 | WORK ZONE SAFETY CONTINGENCY | 5,000.00 FA | $ | 1.00 | $ | 5,000.00 |
| 7 | SAWCUTTING FLEXIBLE PAVEMENT, BASE | 31,232.00 LFI | $ | 0.75 | $ | 23,424.00 |
| 8 | REMOVE AND DISPOSE OF TROLLEY RAILS, BASE | 70.00 LF | $ | 6.55 | $ | 458.50 |
| 9 | REMOVE UNSUITABLE FOUNDATION MATERIAL, BASE | 10.00 CY | $ | 54.05 | $ | 540.50 |
| 10 | REPLACE UNSUITABLE FOUNDATION MATERIAL, BASE | 10.00 CY | $ | 70.50 | $ | 705.00 |
| 11 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, BASE | 1,295.00 SY | $ | 95.45 | $ | 123,607.75 |
| 12 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, BASE | 366.00 SY | $ | 82.05 | $ | 30,030.30 |
| 13 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, BASE | 1,661.00 SY | $ | 18.45 | $ | 30,645.45 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 14 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE, BASE | 1.00 EA | $ | 800.00 | $ | 800.00 |
| 15 | VALVE BOX AND COVER, BASE | 1.00 EA | $ | 120.00 | $ | 120.00 |
| 16 | ESC LEAD | 1.00 LS | $ | 16,430.40 | $ | 16,430.40 |
| 17 | INLET PROTECTION, BASE | 31.00 EA | $ | 91.30 | $ | 2,830.30 |
| 18 | COMMUNICATION CONDUIT SYSTEM, BASE | 1.00 LS | $ | 6,275.50 | $ | 6,275.50 |
| 19 | PAVEMENT MARKING REPAIR, BASE | 1.00 LS | $ | 12,819.71 | $ | 12,819.71 |
| 20 | MOBILIZATION - ALT 1 | 1.00 LS | $ | 6,275.50 | $ | 6,275.50 |
| 21 | PROJECT TEMPORARY TRAFFIC CONTROL - ALT 1 | 1.00 LS | $ | 1,711.50 | $ | 1,711.50 |
| 22 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 1 | 7,288.00 LFI | $ | 0.75 | $ | 5,466.00 |
| 23 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 1 | 10.00 CY | $ | 57.05 | $ | 570.50 |
| 24 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 1 | 10.00 CY | $ | 70.00 | $ | 700.00 |
| 25 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 1 | 168.00 SY | $ | 108.90 | $ | 18,295.20 |
| 26 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, ALT 1 | 272.00 SY | $ | 82.05 | $ | 22,317.60 |
| 27 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 1 | 440.00 SY | $ | 19.20 | $ | 8,448.00 |
| 28 | INLET PROTECTION, ALT 1 | 8.00 EA | $ | 91.30 | $ | 730.40 |
| 29 | PAVEMENT MARKING REPAIR, ALT 1 | 1.00 LS | $ | 2,852.50 | $ | 2,852.50 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 30 | MOBILIZATION - ALT 2 | 1.00 LS | $ | 6,275.50 | $ | 6,275.50 |
| 31 | PROJECT TEMPORARY TRAFFIC CONTROL - ALT 2 | 1.00 LS | $ | 1,711.50 | $ | 1,711.50 |
| 32 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 2 | 5,530.00 LFI | $ | 0.65 | $ | 3,594.50 |
| 33 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 2 | 10.00 CY | $ | 50.00 | $ | 500.00 |
| 34 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 2 | 10.00 CY | $ | 60.50 | $ | 605.00 |
| 35 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 2 | 272.00 SY | $ | 95.42 | $ | 25,954.24 |
| 36 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 2 | 272.00 SY | $ | 16.80 | $ | 4,569.60 |
| 37 | INLET PROTECTION, ALT 2 | 4.00 EA | $ | 80.00 | $ | 320.00 |
| | | | | ***Schedule A-1 Subtotal*** | $ | 405,205.55 |

## SCHEDULE A-2

***Tax Classification: Sales tax shall be included in unit prices***

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITIES | | UNIT PRICE | | TOTAL |
|---|---|---|---|---|---|---|
| 38 | MOBILIZATION - ALT 3 | 1.00 LS | $ | 6,275.50 | $ | 6,275.50 |
| 39 | PROJECT TEMPORARY TRAFFIC CONTROL, ALT 3 | 1.00 LS | $ | 1,141.00 | $ | 1,141.00 |
| 40 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 3 | 2,184.00 LFI | $ | 0.75 | $ | 1,638.00 |
| 41 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 3 | 10.00 CY | $ | 57.05 | $ | 570.50 |
| 42 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 3 | 10.00 CY | $ | 70.00 | $ | 700.00 |
| 43 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 3 | 135.00 SY | $ | 109.00 | $ | 14,715.00 |
| 44 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 3 | 135.00 SY | $ | 19.20 | $ | 2,592.00 |
| 45 | PAVEMENT MARKING REPAIR, ALT 3 | 1.00 LS | $ | 1,426.25 | $ | 1,426.25 |
| | | | | ***Schedule A-2 Subtotal*** | $ | 29,058.25 |
| ***Summary of Bid Items*** | | | | ***Bid Total*** | $ | 434,263.80 |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

**Project Number** 2025056
**Project Description** 2025 Arterial Pavement Repair

**Original Date** 3/2/2026 3:12:00 PM

| Project Number: 2025056 | | | Engineer's Estimate | | BOYDS J&C CONSTRUCTION (Submitted) | | LARIVIERE INC (Submitted) | | INLAND ASPHALT COMPANY (Submitted) | | SHAMROCK PAVING INC (Submitted) | | POE ASPHALT PAVING INC (Submitted) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No | Bid Item Description | Est Qty | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | | | Tax Classification | | | | | | | | | | | |
| Base | | | Sales tax shall be included in unit prices | | | | | | | | | | | |
| 1 | REIMBURSEMENT OF THIRD PARTY DAMAGE | 1 EST | 1.00 | 1.00 | 1.00 | $ 1.00 | 1.00 | $1.00 | 1.00 | $1.00 | 1.00 | $1.00 | 1.00 | $1.00 |
| 2 | SPCC PLAN | 1 LS | 1,000.00 | 1,000.00 | 3,993.50 | $3,993.50 | 1,766.11 | $1,766.11 | 515.00 | $515.00 | 1,000.00 | $1,000.00 | 1,400.00 | $1,400.00 |
| 3 | PUBLIC LIAISON REPRESENTATIVE | 1 LS | 10,000.00 | 10,000.00 | 16,430.40 | $16,430.40 | 7,653.17 | $7,653.17 | 2,900.00 | $2,900.00 | 12,000.00 | $12,000.00 | 62,700.00 | $62,700.00 |
| 4 | MOBILIZATION, BASE | 1 LS | 29,000.00 | 29,000.00 | 10,839.50 | $10,839.50 | 66,882.60 | $66,882.60 | 71,974.86 | $71,974.86 | 50,000.00 | $50,000.00 | 31,500.00 | $31,500.00 |
| 5 | PROJECT TEMPORARY TRAFFIC CONTROL, BASE | 1 LS | 60,000.00 | 60,000.00 | 9,356.20 | $9,356.20 | 7,653.17 | $7,653.17 | 43,925.00 | $43,925.00 | 92,500.00 | $92,500.00 | 166,250.00 | $166,250.00 |
| 6 | WORK ZONE SAFETY CONTINGENCY | 5000 FA | 1.00 | 5,000.00 | 1.00 | $5,000.00 | 1.00 | $5,000.00 | 1.00 | $5,000.00 | 1.00 | $5,000.00 | 1.00 | $5,000.00 |
| 7 | SAWCUTTING FLEXIBLE PAVEMENT, BASE | 31232 LFI | 0.50 | 15,616.00 | 0.75 | $23,424.00 | 1.18 | $36,853.76 | 0.51 | $15,928.32 | 0.75 | $23,424.00 | 0.70 | $21,862.40 |
| 8 | REMOVE AND DISPOSE OF TROLLEY RAILS, BASE | 70 LF | 15.00 | 1,050.00 | 6.55 | $458.50 | 57.52 | $4,026.40 | 115.00 | $8,050.00 | 85.00 | $5,950.00 | 138.00 | $9,660.00 |
| 9 | REMOVE UNSUITABLE FOUNDATION MATERIAL, BASE | 10 CY | 50.00 | 500.00 | 54.05 | $540.50 | 30.25 | $302.50 | 114.00 | $1,140.00 | 82.00 | $820.00 | 250.00 | $2,500.00 |
| 10 | REPLACE UNSUITABLE FOUNDATION MATERIAL, BASE | 10 CY | 50.00 | 500.00 | 70.50 | $705.00 | 65.60 | $656.00 | 114.00 | $1,140.00 | 167.00 | $1,670.00 | 250.00 | $2,500.00 |
| 11 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, BASE | 1295 SY | 75.00 | 97,125.00 | 95.45 | $123,607.75 | 115.39 | $149,430.05 | 127.00 | $164,465.00 | 115.00 | $148,925.00 | 300.00 | $388,500.00 |
| 12 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, BASE | 366 SY | 65.00 | 23,790.00 | 82.05 | $30,030.30 | 135.40 | $49,556.40 | 165.00 | $60,390.00 | 134.00 | $49,044.00 | 200.00 | $73,200.00 |
| 13 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, BASE | 1661 SY | 35.00 | 58,135.00 | 18.45 | $30,645.45 | 9.34 | $15,513.74 | 70.50 | $117,100.50 | 102.00 | $169,422.00 | 96.00 | $159,456.00 |
| 14 | RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE, BASE | 1 EA | 1,200.00 | 1,200.00 | 800.00 | $800.00 | 1,789.78 | $1,789.78 | 1,150.00 | $1,150.00 | 1,850.00 | $1,850.00 | 3,750.00 | $3,750.00 |
| 15 | VALVE BOX AND COVER, BASE | 1 EA | 500.00 | 500.00 | 120.00 | $120.00 | 1,128.23 | $1,128.23 | 1,150.00 | $1,150.00 | 1,375.00 | $1,375.00 | 2,850.00 | $2,850.00 |
| 16 | ESC LEAD | 1 LS | 1,000.00 | 1,000.00 | 16,430.40 | $16,430.40 | 588.71 | $588.71 | 2,750.00 | $2,750.00 | 350.00 | $350.00 | 3,500.00 | $3,500.00 |
| 17 | INLET PROTECTION, BASE | 31 EA | 100.00 | 3,100.00 | 91.30 | $2,830.30 | 197.84 | $6,133.04 | 117.00 | $3,627.00 | 130.00 | $4,030.00 | 262.00 | $8,122.00 |
| 18 | COMMUNICATION CONDUIT SYSTEM, BASE | 1 LS | 5,000.00 | 5,000.00 | 6,275.50 | $6,275.50 | 35,665.31 | $35,665.31 | 3,999.00 | $3,999.00 | 3,500.00 | $3,500.00 | 5,750.00 | $5,750.00 |
| 19 | PAVEMENT MARKING REPAIR, BASE | 1 LS | 5,500.00 | 5,500.00 | 12,819.71 | $12,819.71 | 5,830.53 | $5,830.53 | 10,100.00 | $10,100.00 | 6,000.00 | $6,000.00 | 6,400.00 | $6,400.00 |
| **Base Subtotal** | | | | **$318,017.00** | | **$294,308.01** | | **$396,430.50** | | **$515,305.70** | | **$576,861.00** | | **$954,901.40** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Alt 1*** | | | Sales tax shall be included in unit prices | | | | | | | | | | | | |
| 20 | MOBILIZATION - ALT 1 | 1 LS | 7,000.00 | 7,000.00 | 6,275.50 | $6,275.50 | 28,387.59 | $28,387.59 | 12,160.00 | $12,160.00 | 20,000.00 | $20,000.00 | 3,150.00 | $3,150.00 |
| 21 | PROJECT TEMPORARY TRAFFIC CONTROL - ALT 1 | 1 LS | 20,000.00 | 20,000.00 | 1,711.50 | $1,711.50 | 7,653.17 | $7,653.17 | 8,260.00 | $8,260.00 | 22,000.00 | $22,000.00 | 31,075.00 | $31,075.00 |
| 22 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 1 | 7288 LFI | 0.50 | 3,644.00 | 0.75 | $5,466.00 | 1.18 | $8,599.84 | 0.51 | $3,716.88 | 0.75 | $5,466.00 | 0.70 | $5,101.60 |
| 23 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 1 | 10 CY | 50.00 | 500.00 | 57.05 | $570.50 | 4.54 | $45.40 | 115.00 | $1,150.00 | 82.00 | $820.00 | 250.00 | $2,500.00 |
| 24 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 1 | 10 CY | 50.00 | 500.00 | 70.00 | $700.00 | 112.20 | $1,122.00 | 115.00 | $1,150.00 | 167.00 | $1,670.00 | 250.00 | $2,500.00 |
| 25 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 1 | 168 SY | 75.00 | 12,600.00 | 108.90 | $18,295.20 | 111.27 | $18,693.36 | 129.00 | $21,672.00 | 212.00 | $35,616.00 | 330.00 | $55,440.00 |
| 26 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 5 INCH THICK, ALT 1 | 272 SY | 65.00 | 17,680.00 | 82.05 | $22,317.60 | 72.41 | $19,695.52 | 86.70 | $23,582.40 | 146.00 | $39,712.00 | 136.00 | $36,992.00 |
| 27 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 1 | 440 SY | 35.00 | 15,400.00 | 19.20 | $8,448.00 | 30.51 | $13,424.40 | 57.50 | $25,300.00 | 104.00 | $45,760.00 | 178.00 | $78,320.00 |
| 28 | INLET PROTECTION, ALT 1 | 8 EA | 100.00 | 800.00 | 91.30 | $730.40 | 197.84 | $1,582.72 | 87.80 | $702.40 | 130.00 | $1,040.00 | 260.00 | $2,080.00 |
| 29 | PAVEMENT MARKING REPAIR, ALT 1 | 1 LS | 700.00 | 700.00 | 2,852.50 | $2,852.50 | 1,177.41 | $1,177.41 | 2,000.00 | $2,000.00 | 1,200.00 | $1,200.00 | 1,300.00 | $1,300.00 |
| **Alt 1 Subtotal** | | | | **$78,824.00** | | **$67,367.20** | | **$100,381.41** | | **$99,693.68** | | **$173,284.00** | | **$218,458.60** |
| ***Alt 2*** | | | Sales tax shall be included in unit prices | | | | | | | | | | | | |
| 30 | MOBILIZATION - ALT 2 | 1 LS | 5,000.00 | 5,000.00 | 6,275.50 | $6,275.50 | 23,870.25 | $23,870.25 | 7,600.00 | $7,600.00 | 10,000.00 | $10,000.00 | 2,500.00 | $2,500.00 |
| 31 | PROJECT TEMPORARY TRAFFIC CONTROL - ALT 2 | 1 LS | 15,000.00 | 15,000.00 | 1,711.50 | $1,711.50 | 7,653.17 | $7,653.17 | 6,900.00 | $6,900.00 | 10,300.00 | $10,300.00 | 19,850.00 | $19,850.00 |
| 32 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 2 | 5530 LFI | 0.50 | 2,765.00 | 0.65 | $3,594.50 | 1.18 | $6,525.40 | 0.51 | $2,820.30 | 0.75 | $4,147.50 | 0.70 | $3,871.00 |
| 33 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 2 | 10 CY | 50.00 | 500.00 | 50.00 | $500.00 | 4.54 | $45.40 | 115.00 | $1,150.00 | 82.00 | $820.00 | 250.00 | $2,500.00 |
| 34 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 2 | 10 CY | 50.00 | 500.00 | 60.50 | $605.00 | 14.56 | $145.60 | 115.00 | $1,150.00 | 167.00 | $1,670.00 | 250.00 | $2,500.00 |
| 35 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 2 | 272 SY | 75.00 | 20,400.00 | 95.42 | $25,954.24 | 72.41 | $19,695.52 | 124.50 | $33,864.00 | 206.00 | $56,032.00 | 211.00 | $57,392.00 |
| 36 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 2 | 272 SY | 35.00 | 9,520.00 | 16.80 | $4,569.60 | 47.75 | $12,988.00 | 76.00 | $20,672.00 | 111.00 | $30,192.00 | 181.00 | $49,232.00 |
| 37 | INLET PROTECTION, ALT 2 | 4 EA | 100.00 | 400.00 | 80.00 | $320.00 | 197.84 | $791.36 | 125.00 | $500.00 | 150.00 | $600.00 | 260.00 | $1,040.00 |
| **Alt 2 Subtotal** | | | | **$54,085.00** | | **$43,530.34** | | **$71,714.70** | | **$74,656.30** | | **$113,761.50** | | **$138,885.00** |
| ***Alt 3*** | | | Sales tax shall be included in unit prices | | | | | | | | | | | | |
| 38 | MOBILIZATION - ALT 3 | 1 LS | 3,000.00 | 3,000.00 | 6,275.50 | $6,275.50 | 22,737.39 | $22,737.39 | 7,400.00 | $7,400.00 | 5,000.00 | $5,000.00 | 1,650.00 | $1,650.00 |
| 39 | PROJECT TEMPORARY TRAFFIC CONTROL, ALT 3 | 1 LS | 10,000.00 | 10,000.00 | 1,141.00 | $1,141.00 | 7,653.17 | $7,653.17 | 6,800.00 | $6,800.00 | 8,200.00 | $8,200.00 | 9,930.00 | $9,930.00 |
| 40 | SAWCUTTING FLEXIBLE PAVEMENT, ALT 3 | 2184 LFI | 0.50 | 1,092.00 | 0.75 | $1,638.00 | 1.18 | $2,577.12 | 0.51 | $1,113.84 | 0.75 | $1,638.00 | 0.70 | $1,528.80 |
| 41 | REMOVE UNSUITABLE FOUNDATION MATERIAL, ALT 3 | 10 CY | 50.00 | 500.00 | 57.05 | $570.50 | 4.54 | $45.40 | 115.00 | $1,150.00 | 82.00 | $820.00 | 250.00 | $2,500.00 |
| 42 | REPLACE UNSUITABLE FOUNDATION MATERIAL, ALT 3 | 10 CY | 50.00 | 500.00 | 70.00 | $700.00 | 14.56 | $145.60 | 115.00 | $1,150.00 | 167.00 | $1,670.00 | 250.00 | $2,500.00 |
| 43 | HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 7 INCH THICK, ALT 3 | 135 SY | 75.00 | 10,125.00 | 109.00 | $14,715.00 | 121.28 | $16,372.80 | 124.50 | $16,807.50 | 213.00 | $28,755.00 | 277.00 | $37,395.00 |
| 44 | PAVEMENT REPAIR EXCAVATION INCL. HAUL, ALT 3 | 135 SY | 35.00 | 4,725.00 | 19.20 | $2,592.00 | 38.84 | $5,243.40 | 75.00 | $10,125.00 | 127.00 | $17,145.00 | 245.00 | $33,075.00 |
| 45 | PAVEMENT MARKING REPAIR, ALT 3 | 1 LS | 100.00 | 100.00 | 1,426.25 | $1,426.25 | 588.71 | $588.71 | 1,350.00 | $1,350.00 | 650.00 | $650.00 | 650.00 | $650.00 |
| **Alt 3 Subtotal** | | | | **$30,042.00** | | **$29,058.25** | | **$55,363.59** | | **$45,896.34** | | **$63,878.00** | | **$89,228.80** |
| **Total** | | | | **$480,968.00** | | **$434,263.80** | | **$623,890.20** | | **$735,552.02** | | **$927,784.50** | | **$1,401,473.80** |

# City Of Spokane
## Engineering Services Department
## ***Bid Tabulation***

### SCHEDULE SUMMARY

| | Base | Alt 1 | Alt 2 | Alt 3 | Total |
|---|---|---|---|---|---|
| ENGINEER'S ESTIMATE | 318,017.00 | 78,824.00 | 54,085.00 | 30,042.00 | 480,968.00 |
| BOYDS J&C CONSTRUCTION (Submitted) | 294,308.01 | 67,367.20 | 43,530.34 | 29,058.25 | 434,263.80 |
| LARIVIERE INC (Submitted) | 396,430.50 | 100,381.41 | 71,714.70 | 55,363.59 | 623,890.20 |
| INLAND ASPHALT COMPANY (Submitted) | 515,305.70 | 99,693.68 | 74,656.30 | 45,896.34 | 735,552.02 |
| SHAMROCK PAVING INC (Submitted) | 576,861.00 | 173,284.00 | 113,761.50 | 63,878.00 | 927,784.50 |
| POE ASPHALT PAVING INC (Submitted) | 954,901.40 | 218,458.60 | 138,885.00 | 89,228.80 | 1,401,473.80 |

***Low Bid Contractor:*** BOYDS J&C CONSTRUCTION

| | Contractor's Bid | Engineer's Estimate | % Variance |
|---|---|---|---|
| ***Base*** | 294,437.93 | 318,017.00 | 7% % Under Estimate |
| ***Alt 1*** | 67,367.20 | 78,824.00 | 15% % Under Estimate |
| ***Alt 2*** | 48,640.60 | 54,085.00 | 10% % Under Estimate |
| ***Alt 3*** | 29,058.25 | 30,042.00 | 3% % Under Estimate |
| ***Bid Totals*** | 439,503.98 | 480,968.00 | 9% % Under Estimate |

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee: Date:** N/A<br>**Committee Agenda type:** | | **Date Rec'd** | 3/23/2026 |
| | | **Clerk's File #** | CPR 2026-0002 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 03/30/2026 | | **Project #** | |
| **Submitting Dept** | ACCOUNTING | **Bid #** | |
| **Contact Name/Phone** | REBECCA 625-6005 | **Requisition #** | |
| **Contact E-Mail** | RGRAYBEAL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | Claim Item | | |
| **Council Sponsor(s)** | | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | 5600-CLAIMS THRU 3-20-2026 | | |

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 03/20/2026. Total $12,374,329.08 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $12,078,095.83.

**Summary (Background)**

Pages 1-37 Check numbers: 618004 - 618151 Credit Card numbers: 002867 - 002884 ACH payment numbers: 150474 - 150678 On file for review in City Clerks Office: 37 Page listing of Claims

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 12,078,095.83 | **#** Various |
| Select | **$** | **#** |
| 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** | BAIRD, CHRISTI | | |
| **Division Director** | STRATTON, JESSICA | | |
| **Accounting Manager** | | | |
| **Legal** | | | |
| **For the Mayor** | | | |

**Distribution List**

| | |
|---|---|
| RGRAYBEAL@SPOKANECITY.ORG | |
| | |
| | |
| | |
| | |

| FUND | FUND NAME | AMOUNT |
|---|---|---|
| 0100 | GENERAL FUND | 1,085,670.57 |
| 1100 | STREET FUND | 64,733.47 |
| 1200 | CODE ENFORCEMENT FUND | 18,293.33 |
| 1300 | LIBRARY FUND | 53,778.03 |
| 1360 | GENERAL FUND GRANTS | 0.00 |
| 1380 | SPOKANE SAFE STREETS FOR ALL | 9,562.00 |
| 1390 | URBAN FORESTRY FUND | 627.53 |
| 1400 | PARKS AND RECREATION FUND | 69,802.24 |
| 1430 | GRANTS OPERATIONS | 5,659.76 |
| 1440 | FIRE GRANTS MISCELLANEOUS | 16,940.00 |
| 1460 | PARKING METER REVENUE FUND | 7,654.87 |
| 1510 | SPOKANE UNITED 911 NETWORK | 1,442.93 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 4,885.08 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 14,544.74 |
| 1680 | HOUSING AND HOMELESS SERVICES | 10,954.81 |
| 1970 | SPOKANE FIRE DEPARTMENT | 426,249.56 |
| 3200 | ARTERIAL STREET FUND | 34,826.47 |
| 4100 | WATER & HYDROELECTRIC SERVICES | 416,173.23 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 481,457.17 |
| 4300 | WASTEWATER MANAGEMENT FUND | 1,158,123.49 |
| 4480 | SOLID WASTE FUND | 444,080.36 |
| 4600 | GOLF FUND | 10,133.84 |
| 4700 | DEVELOPMENT SERVICES | 50,864.56 |
| 5100 | FLEET SERVICES FUND | 173,336.15 |
| 5200 | PUBLIC WORKS AND UTILITIES | 14,815.57 |
| 5300 | IT FUND | 139,424.75 |
| 5500 | PURCHASING AND CONTRACTS | 6,874.83 |
| 5600 | ACCOUNTING SERVICES | 26,132.22 |
| 5700 | SPOKANE 311 | 7,367.85 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 5,598.87 |
| 5800 | RISK MANAGEMENT FUND | 563.50 |
| 5810 | WORKERS' COMPENSATION FUND | 892.82 |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 84.50 |
| 5830 | EMPLOYEES BENEFITS FUND | 1,647,629.15 |
| 5900 | FACILITIES MANAGEMENT FUND OPS | 18,399.08 |
| 5901 | ASSET MANAGEMENT FUND CAPITAL | 557,480.23 |
| 5902 | PROPERTY ACQUISITION POLICE | 7,382.47 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 2,904.67 |
| 6070 | FIREFIGHTERS' PENSION FUND | 23,451.58 |
| 6080 | POLICE PENSION FUND | 19,677.78 |
| 6255 | LAW ENFORCEMENT RECORDS MGMT | 16,599.00 |
| 6730 | PARKING & BUSINESS IMPROV DIST | 1,780.59 |
| 6960 | SALARY CLEARING FUND NEW | 3,611,000.52 |
| | TOTAL: | 10,667,854.17 |

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| | USE TAX AMOUNTS | 2,301.94 | 48.88 | |
| 00618004 | AT&T MOBILITY | 1,869.00 | | |
| 00618005 | COMCAST | 223.96 | | |
| 00618006 | SPOKANE CITY TREASURER OR | 416,905.00 | | |
| 00618007 | US POSTMASTER | 100,000.00 | | |
| 00618008 | BALL HORTICULTURAL CO | | | 3,207.01 |
| 00618009 | CANNON HILL INDUSTRIES INC | | | 1,768.00 |
| 00618010 | WA STATE DEPT OF REVENUE | | | 26,704.62 |
| 00618011 | AT&T MOBILITY | 52.29 | | |
| 00618012 | CENTURYLINK | 885.48 | | |
| 00618013 | AARON BOTTS | 209.08 | | |
| 00618014 | DOWNTOWN SPOKANE PARTNERSHIP | 1,780.59 | | |
| 00618015 | ANNA WETZLER | 290.00 | | |
| 00618016 | BERNADETTE CURRY | 290.00 | | |
| 00618017 | BRADY BLANKEVOORT | 243.00 | | |
| 00618018 | CHERI MOY | 290.00 | | |
| 00618019 | CONOR OKEEFE | 290.00 | | |
| 00618020 | DAVID LINDQUIST | 290.00 | | |
| 00618021 | DENISE BELL | 243.00 | | |
| 00618022 | GARRETT FITCH | 243.00 | | |
| 00618023 | GERALD WILLIAMSON | 243.00 | | |
| 00618024 | GRACE WAWERU | 243.00 | | |
| 00618025 | HOLLY SMITH | 243.00 | | |
| 00618026 | JAMES DAVIS | 243.00 | | |
| 00618027 | JAMES STUDEBAKER | 290.00 | | |
| 00618028 | KENETH MAGANGA | 226.61 | | |
| 00618029 | KENNEDI NEWMAN | 243.00 | | |
| 00618030 | LARRY BROWN | 290.00 | | |
| 00618031 | MARTIN MEARS | 243.00 | | |
| 00618032 | MAX COULSON | 290.00 | | |
| 00618033 | MICHAEL BOODEL | 290.00 | | |
| 00618034 | MICHAEL SHEEHAN | 290.00 | | |
| 00618035 | MURRAY HUPPIN | 290.00 | | |
| 00618036 | NEEPA LADWIG | 290.00 | | |
| 00618037 | OLIVIA RUSSELL | 290.00 | | |
| 00618038 | PAMELA ANDERSON | 243.00 | | |
| 00618039 | PAT MCWILLIAMS | 290.00 | | |
| 00618040 | RICHARD HESS | 290.00 | | |
| 00618041 | RICHARD LOCASCIO | 290.00 | | |
| 00618042 | RICHARD MAGNEY | 243.00 | | |
| 00618043 | RYAN SIMMONS | 243.00 | | |
| 00618044 | TRAVIS PACHOSA | 243.00 | | |
| 00618045 | SIMEON MILLS | 290.00 | | |
| 00618046 | TAWNI ZERBA | 243.00 | | |
| 00618047 | VOLODYMYR TARBES | 290.00 | | |
| 00618048 | CONNER SCHNEBERGER | 301.00 | | |
| 00618049 | APPLIED CONCEPTS | 2,837.15 | | |
| 00618050 | WA STATE DEPT OF LICENSING | 16,119.00 | | |
| 00618051 | WA STATE DEPT OF LICENSING | 126.00 | | |
| 00618053 | WA STATE EMPLOYMENT SECURITY | 11.00 | | |
| 00618054 | BLACKSTONE AUDIO INC | | 287.95 | |
| 00618055 | CENTER POINT PUBLISHING INC | | 249.30 | |
| 00618057 | CENTURYLINK | | | 118.55 |

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 00618058 | COMCAST | | | 224.34 |
| 00618059 | COMCAST | | | 788.48 |
| 00618060 | KATHRYN WAGNER | | | 150.00 |
| 00618061 | NW SEED & PET INC | | | 65.09 |
| 00618062 | OMNIPARK INC | | | 202.93 |
| 00618113 | COMCAST | 225.80 | | |
| 00618114 | WATERCO OF THE PACIFIC NORTH | 233.55 | | |
| 00618115 | JONES LANG LASALLE AMERICAS | 2,200.00 | | |
| 00618116 | JANAY BROWN-WOOD PHD | | 650.00 | |
| 00618117 | HD SUPPLY INC | | 43.53 | |
| 00618118 | LPM SUPPLY INC | | 7,964.30 | |
| 00618119 | JOHN BLADEK | | 200.00 | |
| 00618120 | LAUREN HARRIS | | 200.00 | |
| 00618121 | ANNETTE BAY PIMENTEL | | 200.00 | |
| 00618122 | STEPHANIE OAKES | | 200.00 | |
| 00618123 | WASHINGTON TRUST BANK | | 898.08 | |
| 00618124 | SPOKANE COUNTY TITLE CO | 460.00 | | |
| 00618125 | AT&T MOBILITY | 499.08 | | |
| 00618126 | CENTURYLINK | 165.62 | | |
| 00618127 | CHILD SUPPORT SERVICES | 724.80 | | |
| 00618128 | WATERCO OF THE PACIFIC NORTH | 57.01 | | |
| 00618129 | HUMAN RESOURCES | 909.00 | | |
| 00618130 | ICMA RETIREMENT TRUST 457 | 598,500.30 | | |
| 00618131 | ICMA RETIREMENT TRUST 457 LO | 60,098.27 | | |
| 00618132 | ING LIFE INSURANCE & ANNUITY | 174,083.13 | | |
| 00618133 | MARK HENDERSON | 327.30 | | |
| 00618134 | PEOPLE QUALIFIED COMMITTEE | 5.00 | | |
| 00618135 | PET EMERGENCY CLINIC | 42.00 | | |
| 00618136 | PRE-PAID LEGAL SERVICES INC | 327.73 | | |
| 00618137 | ORKIN | 247.38 | | |
| 00618138 | SPOKANE CITY TREASURER | 3,679.87 | | |
| 00618139 | STATE DISBURSMENT UNIT | 862.58 | | |
| 00618140 | SWANSON'S REFRIGERATION & | 578.63 | | |
| 00618141 | SARAH THOMPSON | 207.35 | | |
| 00618142 | T-MOBILE USA INC | 1,195.00 | | |
| 00618143 | UNITED STATES TREASURY | 12.50 | | |
| 00618144 | US BANK OR CITY TREASURER | 1,991,851.27 | | |
| 00618145 | VOYA FINANCIAL LOAN REPAYMEN | 5,573.23 | | |
| 00618146 | WA GET PROGRAM | 375.00 | | |
| 00618147 | WA STATE SUPPORT REGISTRY OR | 16,247.12 | | |
| 00618148 | WASHINGTON LEOFF | 1,116,652.37 | | |
| 00618149 | WASTEQUIP WASHINGTON | 42,910.31 | | |
| 00618150 | WESTERN STATES POLICE MEDICA | 3,375.00 | | |
| 00618151 | M&M RESTORATION dba | | | 1,546.65 |
| 70002867 | CINTAS CORPORATION | 6,944.21 | | |
| 70002868 | CONSOLIDATED SUPPLY CO | 23,258.14 | | |
| 70002869 | ELJAY OIL CO INC | 1,167.09 | | |
| 70002870 | NORCO INC | 20.87 | | |
| 70002871 | PLANET TURF | | | 1,919.45 |
| 70002872 | ALASKA RUBBER GROUP INC | 66.68 | | |
| 70002873 | NORTHWEST INDUSTRIAL SERVICE | 1,232.00 | | |
| 70002874 | BI INC | 1,984.71 | | |
| 70002875 | CINTAS CORPORATION | | | 83.21 |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 70002876 | COAXSHER INC | 8,051.61 | | |

| | | | | | |
|---|---|---|---|---|---|
| 70002877 | HORIZON DISTRIBUTORS | | | | 301.43 |
| 70002878 | HOTSY OF SPOKANE LLC | 6,776.20 | | | |
| 70002879 | PLANET TURF | | | | 2,067.87 |
| 70002880 | SPOKANE POWER TOOL & HDWE | | | | 392.71 |
| 70002881 | CINTAS CORPORATION | | 39.43 | | |
| 70002882 | NORCO INC | 2,881.82 | | | |
| 70002883 | NORTHWEST INDUSTRIAL SERVICE | 420.00 | | | |
| 70002884 | AMERICAN RADIATOR INC | 4,710.98 | | | |
| 80150474 | ALS LABORATORY GROUP | 170.00 | | | |
| 80150475 | ALSCO DIVISION OF ALSCO INC | | | | 7.36 |
| 80150476 | AMERIGAS PROPANE LP | 795.46 | | | |
| 80150477 | ANATEK LABS INC | 1,657.50 | | | |
| 80150478 | AVISTA UTILITIES | 66,035.74 | | | |
| 80150479 | COLEMAN OIL COMPANY LLC | 1,980.93 | | | |
| 80150480 | COPIERS NORTHWEST INC | 776.69 | | | 731.95 |
| 80150481 | CORE & MAIN LP | 36,699.18 | | | |
| 80150482 | CRITTER CONTROL OF GREATER | 437.49 | | | |
| 80150483 | DEVRIES INFORMATION MANAGEME | | | | 80.68 |
| 80150484 | EVERGREEN STATE TOWING LLC | 71,436.89 | | | |
| 80150485 | FASTENAL CO | | | | 277.49 |
| 80150486 | FISHER SCIENTIFIC | 697.96 | | | |
| 80150487 | GMP CONSULTANTS LLC | 1,549.03 | | | |
| 80150488 | W W GRAINGER INC | | | | 49.52 |
| 80150489 | HELFRICH BROTHERS BOILER WOR | 45,550.70 | | | |
| 80150490 | HILLYARD SENIOR ACTIVITY CTR | | | | 6,666.66 |
| 80150491 | CPM DEVELOPMENT CORP DBA | 12,847.36 | | | |
| 80150492 | ITRON INC | 1,205.40 | | | |
| 80150493 | JRM ENTERPRISES INC | 3,730.00 | | | |
| 80150494 | KLEINSCHMIDT ASSOCIATES | 83,861.73 | | | |
| 80150495 | KNIGHT CONSTRUCTION & | 3,862.14 | | | |
| 80150496 | MARTIN LUTHER KING JR FAMILY | | | | 3,483.33 |
| 80150497 | MESA ASSOCIATES INC | 6,157.00 | | | |
| 80150498 | MID CITY CONCERNS INC | | | | 1,543.75 |
| 80150499 | NALCO CO | 1,109.74 | | | |
| 80150500 | NJB SOFT LLC | 11,782.80 | | | |
| 80150501 | NORTHSTAR CHEMICAL INC | 4,774.91 | | | |
| 80150502 | ONLINE CLEANING SERVICES | 10,233.58 | | | |
| 80150503 | OXARC LLC | 854.43 | | | 1,990.00 |
| 80150504 | PETE LIEN & SONS INC | 20,543.35 | | | |
| 80150505 | PLACE LANDSCAPE ARCHITECTURE | | | | 58,542.15 |
| 80150506 | RINK SYSTEMS, INC | | | | 2,206.00 |
| 80150507 | SIMPLIFILE LC | 929.88 | | | |
| 80150508 | SINTO SENIOR CENTER | | | | 6,434.17 |
| 80150509 | SITEONE LANDSCAPE SUPPLY LLC | | | | 6,984.15 |
| 80150510 | SOUTHSIDE SENIOR & COMMUNITY | | | | 7,736.84 |
| 80150511 | SPECIALTY MACHINING & MFG CO | 6,109.60 | | | |
| 80150512 | SECURITAS TECHNOLOGY | 6,361.39 | | | |
| 80150513 | CDL SOLUTIONS LLC | 3,800.96 | | | |
| 80150514 | ABSOLUTE DRUG TESTING LLC | 4,444.80 | | | |
| 80150515 | ACI MECHANICAL & HVAC SALES | 4,594.25 | | | |
| 80150516 | ACRANET CBS BRANCH/DIV OF | 596.00 | | | |
| 80150517 | AKONA PROCESS SOLUTIONS INC | 8,160.50 | | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80150518 | VYANET OPERATIONS GROUP dba | 985.70 | | |
| 80150519 | ALSCO DIVISION OF ALSCO INC | 2,888.18 | | |
| 80150520 | APOLLO SHEET METAL INC DBA | 1,439.08 | | |
| 80150521 | APPLIED CONCEPTS INC | 1,418.30 | | |
| 80150522 | AVISTA UTILITIES | 40,203.08 | | |

| | | | | | |
|---|---|---|---|---|---|
| 80150523 | B & H FOTO & ELECTRONICS COR | 1,111.90 | | | |
| 80150524 | BIG BLOCKCHAIN INTELLIGENCE | 7,999.00 | | | |
| 80150525 | BRODART CO | | 174.39 | | |
| 80150526 | CARBYNE INC | 557,480.23 | | | |
| 80150527 | CATHOLIC CHARITIES | 432,348.72 | | | |
| 80150528 | COLEMAN OIL COMPANY LLC | 6,069.84 | | | 3,202.61 |
| 80150529 | COMMUNITY FRAMEWORKS | 5,277.14 | | | |
| 80150530 | COPIERS NORTHWEST INC | 1,241.57 | | | |
| 80150531 | DRNS CORP | | | | 870.40 |
| 80150532 | ENTERPRISE FM TRUST | 4,397.31 | | | |
| 80150533 | EVERGREEN STATE TOWING LLC | 172.38 | | | |
| 80150534 | FAMILY PROMISE OF SPOKANE | 36,092.49 | | | |
| 80150535 | FRANCIS AVENUE HARDWARE | 687.02 | | | 38.57 |
| 80150536 | MARUBENI AMERICA CORPORATION | | | | 1,618.13 |
| 80150537 | HISPANIC BUSINESS ASSOCIATIO | 20,421.91 | | | |
| 80150538 | INGRAM LIBRARY SERVICES LLC | | 5,896.48 | | |
| 80150539 | INLAND POWER & LIGHT CO | | | | 138.83 |
| 80150540 | MIDWEST TAPE | | 2,315.56 | | |
| 80150541 | MOTION PICTURE LICENSING COR | | | | 564.12 |
| 80150542 | NICOLAS R CHAVEZ | 5,900.00 | | | |
| 80150543 | NOVUS AUTO GLASS | 283.68 | | | |
| 80150544 | OVERDRIVE INC | | 11,751.67 | | |
| 80150545 | OXARC LLC | | | | 1,455.25 |
| 80150546 | PARTNERS WITH FAMILIES & | 6,423.03 | | | |
| 80150547 | PHOENIX COUNSELING SERVICES | 1,540.00 | | | |
| 80150548 | PREMERA BLUE CROSS OR | 375,148.38 | | | |
| 80150549 | PURE FILTRATION PRODUCTS INC | | | | 179.88 |
| 80150550 | SPOKANE NEIGHBORHOOD ACTION | 14,863.46 | | | |
| 80150551 | SOLID WASTE SYSTEMS INC | 18,667.27 | | | |
| 80150552 | HESTON HARDWARE | | | | 113.42 |
| 80150553 | SPOKANE COUNTY TREASURER | 119,774.82 | | | |
| 80150554 | STONEWAY ELECTRIC SUPPLY | | | | 724.28 |
| 80150555 | TRANSITIONS | 16,782.47 | | | |
| 80150556 | URM STORES INC | | | | 302.95 |
| 80150557 | US ARMY CORPS OF ENGINEERS | 25,000.00 | | | |
| 80150558 | VERIZON WIRELESS | 1,100.19 | | | |
| 80150559 | VOLUNTEERS OF AMERICA OF | 130,431.34 | | | |
| 80150560 | VWR INTERNATIONAL | 846.57 | | | |
| 80150561 | WA STATE DEPT OF ECOLOGY | 524,968.67 | | | |
| 80150562 | WASHINGTON TRUST FOR HISTORI | 75,117.36 | | | |
| 80150563 | WESTERN GLOVE INC | | | | 140.90 |
| 80150564 | YFA CONNECTIONS | 2,916.67 | | | |
| 80150565 | YWCA | 24,881.14 | | | |
| 80150566 | BRYANT, SARA | | | | 119.26 |
| 80150567 | KELLEY STRANGE | | | | 87.45 |
| 80150568 | AVISTA UTILITIES | | 5,308.97 | | |
| 80150569 | SECURITY SOLUTIONS NORTHWEST | | 13,249.67 | | |
| 80150570 | CATHOLIC CHARITIES | 91,620.98 | | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80150571 | COMPASSIONATE ADDICTION | 121,968.25 | | |
| 80150572 | CORWIN OF SPOKANE LLC | 1,663.72 | | |
| 80150573 | CUESTA SPRINGS ICE COMPANY O | 365.26 | | |
| 80150574 | DATEC INC | 6,832.87 | | |
| 80150575 | DEVRIES INFORMATION MANAGEME | 780.48 | | |
| 80150576 | EUROFINS ENVIRONMENT TESTING | 655.00 | | |
| 80150577 | EXPRESS NAME TAGS & MORE, IN | | 21.92 | |
| 80150578 | FASTENAL CO | 4,100.11 | | |
| 80150579 | GORLEY LOGISTICS LLC | 153.37 | | |

| | | | | | |
|---|---|---|---|---|---|
| 80150580 | FISHER SCIENTIFIC | 2,897.00 | | | |
| 80150581 | W W GRAINGER INC | 8,166.26 | | | |
| 80150582 | GRAYMAR ENVIRONMENTAL SERVIC | 2,550.39 | | | |
| 80150583 | GREYSTONE PARTNERS INC | 4,570.74 | | | |
| 80150584 | H D FOWLER COMPANY | 141.27 | | | |
| 80150585 | INLAND ENVIRONMENTAL RESOURC | 15,147.60 | | | |
| 80150586 | K9 PEST DETECTIVES LLC | | 7,118.78 | | |
| 80150587 | KEY CODE MEDIA INC | | 337.11 | | |
| 80150588 | LEXIS-NEXIS RISK & ANALYTICS | 163.65 | | | |
| 80150589 | LOOMIS ARMORED US INC | 1,884.70 | | | |
| 80150590 | MAPLE LEAF FIREARMS LLC | 2,847.51 | | | |
| 80150591 | CAR WASH PARTNERS LLC | 288.00 | | | |
| 80150592 | MUNICIPAL EMERGENCY SERVICES | 614.45 | | | |
| 80150593 | NALCO CO | 3,592.14 | | | |
| 80150594 | NAPA AUTO PARTS | 5,440.46 | | | |
| 80150595 | PERFORMANCE SYSTEMS | | 984.04 | | |
| 80150596 | QUADIENT LEASING USA INC | | 513.57 | | |
| 80150597 | SECURITAS SECURITY SERVICES | | 15,989.84 | | |
| 80150598 | VERIZON WIRELESS | | 80.02 | | |
| 80150599 | WASHINGTON TRUST FOR HISTORI | 49,704.38 | | | |
| 80150600 | JENNIE ANDERSON | | 147.54 | | |
| 80150601 | KIRA BARKER | | 19.58 | | |
| 80150602 | DEPARTMENTWARE INC | 3,300.00 | | | |
| 80150603 | SHELBY GOW | | 31.90 | | |
| 80150604 | THOMAS HERRLINGER | | 37.99 | | |
| 80150605 | BRISBANE MCBROOM | | 24.65 | | |
| 80150606 | NEIL, MASON | | 85.54 | | |
| 80150607 | JONATHAN ROSARIO | | 44.23 | | |
| 80150608 | A1 TREE SERVICE LLC | | | | 15,808.59 |
| 80150609 | AFLAC/AMERICAN FAMILY LIFE | 13,842.46 | | | |
| 80150610 | ALL SEASONS TREE SERVICE LLC | | | | 21,165.40 |
| 80150611 | AMERICAN SPRINKLER REPAIR | 1,050.02 | | | |
| 80150612 | APOLLO INC | 362,806.76 | | | |
| 80150613 | AVISTA UTILITIES | 69,345.10 | | | |
| 80150614 | BAKER TILLY ADVISORY GROUP L | 5,932.75 | | | |
| 80150615 | BRYAN CAVE LEIGHTON PAISNER | 200.00 | | | |
| 80150616 | CATHOLIC CHARITIES | 308,009.24 | | | |
| 80150617 | NCH CORPORATION | 694.65 | | | |
| 80150618 | COLEMAN OIL COMPANY LLC | 37,387.65 | | | |
| 80150619 | STEVE CONNER | | | | 1,774.98 |
| 80150620 | COPIERS NORTHWEST INC | 976.59 | | | |
| 80150621 | CREEK AT QUALCHAN GOLF COURS | | | | 2,870.76 |
| 80150622 | CUMMINS INC | 21,235.03 | | | |
| 80150623 | DELTA DENTAL OF WASHINGTON | 59,870.86 | | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80150624 | DIGNITARY PROTECTION TEAM FU | 260.00 | | |
| 80150625 | EDU MEMBERSHIP FUND | 32.50 | | |
| 80150626 | FASTENAL CO | 687.07 | | |
| 80150627 | POLICE GUILD LEGAL DEFENSE | 638.00 | | |
| 80150628 | HRA VEBA TRUST | 79,329.00 | | |
| 80150629 | CPM DEVELOPMENT CORP DBA | 22,005.81 | | |
| 80150630 | JOHNSON CONTROLS FIRE | 40,421.98 | | |
| 80150631 | KAISER FOUNDATION HEALTH PLA | 220,345.52 | | |
| 80150632 | LT & CAPT ASSOCIATION - LTD | 747.50 | | |
| 80150633 | LTS & CPTS LEGAL DEFENSE FUN | 46.00 | | |
| 80150634 | M & P ASSOCIATION | 3,755.69 | | |
| 80150635 | MACKIN & LITTLE INC | | | 31,847.25 |
| 80150636 | MCKINSTRY CO LLC | 229,369.98 | | |

| | | | | |
|---|---|---|---|---|
| 80150637 | NORMA PRECISION INC | 423.48 | | |
| 80150638 | PACIFIC POWER GROUP LLC | 10,147.95 | | |
| 80150639 | PATRIOT FIRE PROTECTION INC | 526.95 | | |
| 80150640 | SPOKANE POLICE GUILD | 302.70 | | |
| 80150641 | PREMERA BLUE CROSS | 72,553.31 | | |
| 80150642 | REHN & ASSOCIATES | 28,401.64 | | |
| 80150643 | RUGGED SOLUTIONS AMERICA LLC | 8,859.59 | | |
| 80150644 | SAFARILAND LLC | 256.37 | | |
| 80150645 | SATURDAY NIGHT INC | 7,436.78 | | |
| 80150646 | MATT HOUSTON | 2,490.00 | | |
| 80150647 | SPOKANE POLICE BENEFIT ASSOC | 405.00 | | |
| 80150648 | SPOKANE POLICE CHAPLAIN | 4,035.50 | | |
| 80150649 | SPOKANE POLICE K-9 MEMBERSHI | 200.00 | | |
| 80150650 | SPOKANE POLICE GUILD LONG | 20,540.00 | | |
| 80150651 | JONATHAN KIP SPILKER | 12,025.95 | | |
| 80150652 | SPOKANE COUNTY TREASURER | 43,121.15 | | |
| 80150653 | SPOKANE EMERGENCY PHYSICIANS | 8,431.30 | | |
| 80150654 | SPOKANE EXERCISE EQUIPMENT | 534.59 | | |
| 80150655 | SPOKANE FIRE FIGHTERS BENEFI | 83,847.06 | | |
| 80150656 | SPOKANE FIRE FIGHTERS BENEFI | 649.70 | | |
| 80150657 | SPOKANE FIRE FIGHTERS BENEFI | 917,312.00 | | |
| 80150658 | SPOKANE INT'L AIRPORT | 120.00 | | |
| 80150659 | SPOKANE OVERHEAD DOOR CO | | | 614.22 |
| 80150660 | SPOKANE POLICE GUILD FRATERN | 859.02 | | |
| 80150661 | COWLES PUBLISHING COMPANY | 769.60 | | |
| 80150662 | STANDARD INSURANCE COMPANY | 13,340.70 | | |
| 80150663 | STARPLEX CORP | 2,261.68 | | |
| 80150664 | SPOKANE POLICE SWAT TEAM | 690.00 | | |
| 80150665 | T & T GOLF MANAGEMENT INC | | | 1,206.69 |
| 80150666 | SPOKANE POLICE TACTICAL TEAM | 563.00 | | |
| 80150667 | TRI-TECH FORENSICS INC | 8,123.74 | | |
| 80150668 | TRUE CORPORATION | 169.11 | | |
| 80150669 | TWO RIVERS TERMINAL LLC | 9,183.79 | | |
| 80150670 | US BANK TRUST NA | 1,249,698.49 | | |
| 80150671 | VERIZON WIRELESS | 85.70 | | |
| 80150672 | VESTIS GROUP INC | 3,365.09 | | |
| 80150673 | VOLUNTEERS OF AMERICA OF | 72,923.08 | | |
| 80150674 | WA ST COUNCIL OF CITY & COUN | 34,001.21 | | |
| 80150675 | WA STATE CRIMINAL JUSTICE | 80,679.45 | | |
| 80150676 | WA STATE DEPT OF ECOLOGY | 16,940.00 | | |



| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|---|---|---|---|---|
| 80150677 | WEST PLAINS DEVELOPMENT LLC | 31,800.00 | | |
| 80150678 | WSCCCE, AFSCME, AFL-CIO | 345.50 | | |
| | | 12,078,095.83 | 75,114.92 | 221,118.33 |
| | CITYWIDE TOTAL: | | | 12,374,329.08 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|---|---|---|
| BAKER TILLY ADVISORY GROUP LP | SURVEYS/STUDIES<br>ACH PMT NO. - 80150614 | 5,932.75 |
| BRYAN CAVE LEIGHTON PAISNER LLP | LEGAL SERVICES<br>ACH PMT NO. - 80150615 | 200.00 |
| SPOKANE COUNTY TREASURER | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150553 | 119,736.82 |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 125,869.57 |

0030 - OFFICE OF POLICE OMBUDS

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150480 | 65.75 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 175.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 707.30 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,022.56 |
| TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS | | 1,970.61 |

0100 - GENERAL FUND

| | | |
|---|---|---|
| ABSOLUTE DRUG TESTING LLC | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150514 | 4,444.80 |
| BI INC | GRANT CASH PASS THRU ACCOUNT<br>CREDIT CARD PMT NO. - 70002874 | 1,984.71 |
| NICOLAS R CHAVEZ<br>DBA NORTHWEST BEHAVIORAL | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150542 | 5,900.00 |
| PHOENIX COUNSELING SERVICES LLC | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150547 | 1,540.00 |
| SARAH THOMPSON | GRANT CASH PASS THRU ACCOUNT<br>CHECK NO. - 00618141 | 207.35 |
| TOTAL FOR 0100 - GENERAL FUND | | 14,076.86 |

0230 - CIVIL SERVICE

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 735.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | MERIT SYSTEM ANALYST III<br>CHECK NO. - 00618130 | 75.00 |

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 3,595.90 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 5,295.15 |
| TOTAL FOR 0230 - CIVIL SERVICE | | 9,701.05 |

0260 - OFFICE OF THE CITY CLERK

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 310.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 1,904.76 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 2,806.26 |
| TOTAL FOR 0260 - OFFICE OF THE CITY CLERK | | 5,021.02 |

0320 - COUNCIL

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 1,185.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LEGISLATIVE ASSISTANT I & II<br>CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 4,975.70 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 6,966.47 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 488.75 |
| TOTAL FOR 0320 - COUNCIL | | 13,715.92 |

0330 - COMMUNICATIONS & MARKETING

| | | |
|---|---|---|
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618004 | 74.40 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 470.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,812.36 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 3,998.01 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 211.41 |

| | | |
|---|---|---|
| TOTAL FOR 0330 - COMMUNICATIONS & MARKETING | | 7,566.18 |

0370 - ENGINEERING SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | ASSOCIATE ENGINEER I-II<br>CHECK NO. - 00618130 | 75.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,803.94 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | PUBLIC WORKS LEAD INSPECTOR<br>CHECK NO. - 00618130 | 20.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 14,311.56 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 20,988.36 |
| TOTAL FOR 0370 - ENGINEERING SERVICES | | 38,198.86 |

0380 - TRANSPORTATION & SUSTAINABILIT

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 488.76 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 729.43 |
| TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT | | 1,318.19 |

0410 - FINANCE AND ADMINISTRATION

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 925.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 4,253.35 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 6,173.54 |
| TOTAL FOR 0410 - FINANCE AND ADMINISTRATION | | 11,351.89 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0450 - HOUSING AND HUMAN SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 175.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 788.80 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,144.00 |

| | | |
|---|---|---|
| TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES | | 2,107.80 |

0470 - ARTS, CULTURE, & HISTORIC PRES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 160.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 641.25 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 945.30 |
| TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES | | 1,746.55 |

0480 - OFFICE OF CIVIL RIGHTS

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 416.83 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 614.59 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 42.85 |
| TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS | | 1,074.27 |

0500 - OFFICE OF THE CITY ATTORNEY

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | ATTORNEY ASSISTANT<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,075.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | SPL APPTD ASST CITY PROSECUTOR<br>CHECK NO. - 00618130 | 60.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 11,753.77 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 17,104.00 |
| TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY | | 31,052.77 |

0520 - OFFICE OF THE MAYOR

| | | |
|---|---|---|
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618004 | 68.78 |
| GMP CONSULTANTS LLC | RECRUITMENT TRAVEL EXPENSE<br>ACH PMT NO. - 80150487 | 1,549.03 |

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 450.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DIRECTOR-EMERGENCY MANAGEMENT<br>CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 3,602.26 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 3,849.21 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 304.91 |
| | TOTAL FOR 0520 - OFFICE OF THE MAYOR | 9,924.19 |

0550 - NEIGHBORHOOD SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 250.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 1,206.94 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,786.84 |
| | TOTAL FOR 0550 - NEIGHBORHOOD SERVICES | 3,243.78 |

0560 - MUNICIPAL COURT

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150530 | 712.46 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | COURT CLERK I<br>CHECK NO. - 00618130 | 30.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,145.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| JRM ENTERPRISES INC<br>DBA PROFESSIONAL LANGUAGE | INTERPRETER COSTS<br>ACH PMT NO. - 80150493 | 3,730.00 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY<br>ACH PMT NO. - 80150553 | 38.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 11,798.08 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 17,512.59 |
| | TOTAL FOR 0560 - MUNICIPAL COURT | 35,966.13 |

0570 - OFFICE OF HEARING EXAMINER

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |

| | | |
|---|---|---|
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 525.58 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 760.85 |
| | TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER | 1,386.43 |

0580 - FAMILY AND YOUTH SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 284.30 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 448.98 |
| | TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES | 833.28 |

0620 - HUMAN RESOURCES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 667.50 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 3,480.26 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 5,095.16 |
| | TOTAL FOR 0620 - HUMAN RESOURCES | 9,242.92 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0650 - PLANNING SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 985.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 4,201.29 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 6,171.70 |
| | TOTAL FOR 0650 - PLANNING SERVICES | 11,357.99 |

0680 - POLICE

| | | |
|---|---|---|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80150516 | 596.00 |
| APPLIED CONCEPTS | MINOR EQUIPMENT | |
| DBA STALKER RADAR | CHECK NO. - 00618049 | 2,837.15 |

| | | |
|---|---|---|
| APPLIED CONCEPTS INC | IF CAPITAL COMMISSIONING<br>ACH PMT NO. - 80150521 | 1,418.30 |
| B & H FOTO & ELECTRONICS CORP<br>REMITTANCE PROCESSING CENTER | MINOR EQUIPMENT<br>ACH PMT NO. - 80150523 | 1,111.90 |
| BIG BLOCKCHAIN INTELLIGENCE<br>GROUP INC | SOFTWARE MAINTENANCE<br>ACH PMT NO. - 80150524 | 7,999.00 |
| DATEC INC | IF CAPITAL COMMISSIONING<br>ACH PMT NO. - 80150574 | 2,214.60 |
| DATEC INC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150574 | 189.00 |
| DEPARTMENTWARE INC | SOFTWARE MAINTENANCE<br>ACH PMT NO. - 80150602 | 3,300.00 |
| DEVRIES INFORMATION MANAGEMENT | MISC SERVICES/CHARGES<br>ACH PMT NO. - 80150575 | 576.00 |
| EVERGREEN STATE TOWING LLC<br>DBA SPOKANE VALLEY TOWING | TOWING EXPENSE<br>ACH PMT NO. - 80150484 | 71,436.89 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | OPERATING SUPPLIES<br>ACH PMT NO. - 80150579 | 68.16 |
| GREYSTONE PARTNERS INC<br>DBA GREYSTONE TACTICAL | PROTECTIVE GEAR/CLOTHING<br>ACH PMT NO. - 80150583 | 4,570.74 |
| HRA VEBA TRUST<br>HRA VEBA TRUST CONTRIBUTIONS | HRA-POST EMPLOYMENT<br>ACH PMT NO. - 80150628 | 20,600.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 100,474.80 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DETECTIVE<br>CHECK NO. - 00618130 | 3,400.96 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | HUMAN RESOURCE ANALYST I<br>CHECK NO. - 00618130 | 75.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | MENTAL HEALTH COORDINATOR<br>CHECK NO. - 00618130 | 47.60 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | POLICE OFFICER<br>CHECK NO. - 00618130 | 2,037.72 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | POLICE RECORDS SPECIALIST<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | POLICE SERGEANT<br>CHECK NO. - 00618130 | 494.27 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | SENIOR POLICE OFFICER<br>CHECK NO. - 00618130 | 1,761.70 |
| LEXIS-NEXIS RISK & ANALYTICS<br>GROUP ACCURINT-ACCT 1189340 | BACKGROUND CHECKS<br>ACH PMT NO. - 80150588 | 163.65 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150589 | 974.96 |

| | | |
|---|---|---|
| NORMA PRECISION INC | AMMUNITION<br>ACH PMT NO. - 80150637 | 423.48 |
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES<br>CREDIT CARD PMT NO. - 70002873 | 117.00 |
| PET EMERGENCY CLINIC | VETERINARY SERVICES<br>CHECK NO. - 00618135 | 42.00 |
| RUGGED SOLUTIONS AMERICA LLC<br>DBA SETCOM CORPORATION | IF CAPITAL COMMISSIONING<br>ACH PMT NO. - 80150643 | 5,906.39 |
| SAFARILAND LLC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150644 | 256.37 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY<br>ACH PMT NO. - 80150652 | 42,712.60 |
| TRI-TECH FORENSICS INC<br>DBA RESCUE ESSENTIALS | OPERATING SUPPLIES<br>ACH PMT NO. - 80150667 | 8,123.74 |
| T-MOBILE USA INC | MISC SERVICES/CHARGES<br>CHECK NO. - 00618142 | 1,195.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 61,859.36 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 40,570.48 |
| VESTIS GROUP INC<br>DBA VESTIS SERVICES INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80150672 | 3,365.09 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| VYANET OPERATIONS GROUP dba<br>ALLIED FIRE & SECURITY | ALARM/SECURITY SERVICES<br>ACH PMT NO. - 80150518 | 985.70 |
| WA STATE CRIMINAL JUSTICE<br>TRAINING COMMISSION | REGISTRATION/SCHOOLING<br>ACH PMT NO. - 80150675 | 80,679.45 |
| WA STATE DEPT OF REVENUE | AMMUNITION<br>- | 38.54 |
| WA STATE DEPT OF REVENUE | SOFTWARE MAINTENANCE<br>- | 1,028.21 |
| WA STATE EMPLOYMENT SECURITY<br>DEPARTMENT | MISC SERVICES/CHARGES<br>CHECK NO. - 00618053 | 11.00 |
| WASHINGTON LEOFF<br>DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II<br>CHECK NO. - 00618148 | 233,353.99 |
| WESTERN STATES POLICE MEDICAL<br>TRUST | VEBA MEDICAL SAVINGS-POLICE<br>CHECK NO. - 00618150 | 2,362.50 |
| TOTAL FOR 0680 - POLICE | | 709,439.30 |

0690 - COMMUNITY JUSTICE SERVICES

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150480 | 224.14 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |

| | | |
|---|---|---|
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 1,170.00 |
| SPOKANE COUNTY TREASURER | PARKING/TOLLS (LOCAL)<br>ACH PMT NO. - 80150652 | 54.55 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 5,904.19 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 8,807.29 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 12.26 |
| TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES | | 16,172.43 |

0700 - PUBLIC DEFENDER

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 1,190.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | PUBLIC DEFENDER II<br>CHECK NO. - 00618130 | 120.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 7,783.85 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 10,922.36 |
| TOTAL FOR 0700 - PUBLIC DEFENDER | | 20,016.21 |

0750 - COMMUNITY/ECONOMIC DEV SVC

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 250.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 1,251.90 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,814.47 |
| TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC | | 3,316.37 |

1100 - STREET FUND

| | | |
|---|---|---|
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618125 | 499.08 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150613 | 2,082.50 |
| CENTURYLINK | TELEPHONE<br>CHECK NO. - 00618126 | 165.62 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150620 | 589.15 |

| | | |
|---|---|---|
| FASTENAL CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80150626 | 687.07 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 4,585.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LABORER II<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | STREET MAINTENANCE OPERATOR II<br>CHECK NO. - 00618130 | 60.00 |
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES<br>CREDIT CARD PMT NO. - 70002883 | 420.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 24,467.36 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 31,117.69 |
| TOTAL FOR 1100 - STREET FUND | | 64,733.47 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1200 - CODE ENFORCEMENT FUND

| | | |
|---|---|---|
| ENTERPRISE FM TRUST<br>ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150532 | 1,163.90 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 1,505.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | NEIGHBORHOOD HOUSING SPEC<br>CHECK NO. - 00618130 | 50.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 6,292.77 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 9,281.66 |
| TOTAL FOR 1200 - CODE ENFORCEMENT FUND | | 18,293.33 |

1300 - LIBRARY FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 3,050.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LIBRARIAN<br>CHECK NO. - 00618130 | 120.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LIBRARY CLERICAL ASST I<br>CHECK NO. - 00618130 | 60.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 21,257.78 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 29,290.25 |

| | | |
|---|---|---|
| TOTAL FOR 1300 - LIBRARY FUND | | 53,778.03 |

1360 - GENERAL FUND GRANTS

| | | |
|---|---|---|
| ABSOLUTE DRUG TESTING LLC | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150514 | 4,444.80- |
| ABSOLUTE DRUG TESTING LLC | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80150514 | 4,444.80 |
| BI INC | GRANT CASH PASS THRU ACCOUNT<br>CREDIT CARD PMT NO. - 70002874 | 1,984.71- |
| BI INC | PROFESSIONAL SERVICES<br>CREDIT CARD PMT NO. - 70002874 | 1,984.71 |
| NICOLAS R CHAVEZ<br>DBA NORTHWEST BEHAVIORAL | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150542 | 5,900.00- |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| NICOLAS R CHAVEZ<br>DBA NORTHWEST BEHAVIORAL | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80150542 | 5,900.00 |
| PHOENIX COUNSELING SERVICES LLC | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO. - 80150547 | 1,540.00- |
| PHOENIX COUNSELING SERVICES LLC | PROFESSIONAL SERVICES<br>ACH PMT NO. - 80150547 | 1,540.00 |
| SARAH THOMPSON | GRANT CASH PASS THRU ACCOUNT<br>CHECK NO. - 00618141 | 207.35- |
| SARAH THOMPSON | OPERATIONAL TRAVEL<br>CHECK NO. - 00618141 | 207.35 |
| TOTAL FOR 1360 - GENERAL FUND GRANTS | | 0.00 |

1380 - SPOKANE SAFE STREETS FOR ALL

| | | |
|---|---|---|
| ANNA WETZLER<br>3918 E 35TH AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618015 | 290.00 |
| BERNADETTE CURRY<br>5719 S SAVANNAH LN | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618016 | 290.00 |
| BRADY BLANKEVOORT<br>4507 E 34TH LN | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618017 | 243.00 |
| CHERI MOY<br>37 W 39TH AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618018 | 290.00 |
| CONOR OKEEFE<br>4211 S SHERMAN ST | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618019 | 290.00 |
| CPM DEVELOPMENT CORP DBA<br>INLAND ASPHALT COMPANY | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80150491 | 26.70 |
| DAVID LINDQUIST<br>4235 E 37TH AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618020 | 290.00 |
| DENISE BELL | SCHOOL ZONE SPEED CAMERA FINE | |

| | | |
|---|---|---|
| 15209 W TEPEE RD | CHECK NO. - 00618021 | 243.00 |
| GARRETT FITCH | SCHOOL ZONE SPEED CAMERA FINE | |
| 11214 E 29TH AVE | CHECK NO. - 00618022 | 243.00 |
| GERALD WILLIAMSON | SCHOOL ZONE SPEED CAMERA FINE | |
| 15306 S STENTZ RD | CHECK NO. - 00618023 | 243.00 |
| GRACE WAWERU | SCHOOL ZONE SPEED CAMERA FINE | |
| 2219 E 58TH CT | CHECK NO. - 00618024 | 243.00 |
| HOLLY SMITH | SCHOOL ZONE SPEED CAMERA FINE | |
| 11710 E CONNOR RD | CHECK NO. - 00618025 | 243.00 |
| JAMES DAVIS | SCHOOL ZONE SPEED CAMERA FINE | |
| 954 E 37TH AVE | CHECK NO. - 00618026 | 243.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| JAMES STUDEBAKER | SCHOOL ZONE SPEED CAMERA FINE | |
| 22 S MESILLA LN | CHECK NO. - 00618027 | 290.00 |
| KENETH MAGANGA | PHOTO RED FINES | |
| 6815 N WINSTON DR | CHECK NO. - 00618028 | 226.61 |
| KENNEDI NEWMAN | SCHOOL ZONE SPEED CAMERA FINE | |
| 3008 S CONKLIN DR | CHECK NO. - 00618029 | 243.00 |
| LARRY BROWN | SCHOOL ZONE SPEED CAMERA FINE | |
| 2089 S PARKWOOD CIR | CHECK NO. - 00618030 | 290.00 |
| MARTIN MEARS | SCHOOL ZONE SPEED CAMERA FINE | |
| 3820 S ALDER DR | CHECK NO. - 00618031 | 243.00 |
| MAX COULSON | SCHOOL ZONE SPEED CAMERA FINE | |
| 1527 E 13TH AVE | CHECK NO. - 00618032 | 290.00 |
| MICHAEL BOODEL | SCHOOL ZONE SPEED CAMERA FINE | |
| 1428 S CEDAR ST | CHECK NO. - 00618033 | 290.00 |
| MICHAEL SHEEHAN | SCHOOL ZONE SPEED CAMERA FINE | |
| 524 W 7TH APT 208 | CHECK NO. - 00618034 | 290.00 |
| MURRAY HUPPIN | SCHOOL ZONE SPEED CAMERA FINE | |
| 5201 S WOODFIELD LN | CHECK NO. - 00618035 | 290.00 |
| NEEPA LADWIG | SCHOOL ZONE SPEED CAMERA FINE | |
| 19305 E SPRAGUE AVE | CHECK NO. - 00618036 | 290.00 |
| OLIVIA RUSSELL | SCHOOL ZONE SPEED CAMERA FINE | |
| 10620 W 12TH AVE APT 105 | CHECK NO. - 00618037 | 290.00 |
| PAMELA ANDERSON | SCHOOL ZONE SPEED CAMERA FINE | |
| 4008 S GREYSTONE LN | CHECK NO. - 00618038 | 243.00 |
| PAT MCWILLIAMS | SCHOOL ZONE SPEED CAMERA FINE | |
| 1414 S MOUNT VERNON ST | CHECK NO. - 00618039 | 290.00 |
| RICHARD HESS | SCHOOL ZONE SPEED CAMERA FINE | |
| 4029 E WINDSONG AVE | CHECK NO. - 00618040 | 290.00 |
| RICHARD LOCASCIO | SCHOOL ZONE SPEED CAMERA FINE | |
| 2021 E ROCKWOOD BLVD | CHECK NO. - 00618041 | 290.00 |
| RICHARD MAGNEY | SCHOOL ZONE SPEED CAMERA FINE | |
| 2079 S PARKWOOD CIR | CHECK NO. - 00618042 | 243.00 |

| | | |
|---|---|---|
| RYAN SIMMONS<br>817 E THURSTON AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618043 | 243.00 |
| SIMEON MILLS<br>2223 E 36TH AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618045 | 290.00 |
| TAWNI ZERBA<br>1785 ORIN RICE RD | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618046 | 243.00 |
| TRAVIS PACHOSA<br>1815 E 11TH AVE | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618044 | 243.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 279.34 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 407.35 |
| VOLODYMYR TARBES<br>3210 E 44TH AVE APT K103 | SCHOOL ZONE SPEED CAMERA FINE<br>CHECK NO. - 00618047 | 290.00 |
| | TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL | 9,562.00 |

1390 - URBAN FORESTRY FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 50.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 231.60 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 345.93 |
| | TOTAL FOR 1390 - URBAN FORESTRY FUND | 627.53 |

1400 - PARKS AND RECREATION FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | CASH ACCOUNTING CLERK II<br>CHECK NO. - 00618130 | 5.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 5,127.50 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | HORTICULTURE SUPERVISOR<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | RECREATION ASSISTANT<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | RECREATION SUPERVISOR<br>CHECK NO. - 00618130 | 75.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 28,296.37 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 35,685.79 |

| | | |
|---|---|---|
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 492.58 |
| | TOTAL FOR 1400 - PARKS AND RECREATION FUND | 69,802.24 |

1430 - GRANTS OPERATIONS



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 360.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,273.77 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 3,025.99 |
| | TOTAL FOR 1430 - GRANTS OPERATIONS | 5,659.76 |

1440 - FIRE GRANTS MISCELLANEOUS

| | | |
|---|---|---|
| WA STATE DEPT OF ECOLOGY<br>CASHERING SECTION | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150676 | 16,940.00 |
| | TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS | 16,940.00 |

1460 - PARKING METER REVENUE FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 700.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,812.50 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 4,142.37 |
| | TOTAL FOR 1460 - PARKING METER REVENUE FUND | 7,654.87 |

1510 - SPOKANE UNITED 911 NETWORK

| | | |
|---|---|---|
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618011 | 30.36 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 100.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 518.55 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 794.02 |
| | TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK | 1,442.93 |

1620 - PUBLIC SAFETY & JUDICIAL GRANT

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 233.21 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DETECTIVE | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 32.59 |
| ICMA RETIREMENT TRUST 457 | MENTAL HEALTH COORDINATOR | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 27.40 |
| MAPLE LEAF FIREARMS LLC | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80150590 | 2,847.51 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 280.50 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 233.79 |
| WASHINGTON LEOFF | PENSION LEOFF II | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00618148 | 1,230.08 |
| | TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | 4,885.08 |

1640 - COMMUNICATIONS BLDG M&O FUND

| | | |
|---|---|---|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80150522 | 10,039.43 |
| AVISTA UTILITIES | UTILITY NATURAL GAS | |
| | ACH PMT NO. - 80150522 | 1,898.31 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00618012 | 362.72 |
| SPOKANE CITY TREASURER | PUBLIC UTILITY SERVICE | |
| | CHECK NO. - 00618138 | 2,244.28 |
| | TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND | 14,544.74 |

1680 - HOUSING AND HOMELESS SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00618130 | 926.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS ( CITY ) | CHECK NO. - 00618144 | 4,226.01 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80150670 | 5,802.80 |
| | TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES | 10,954.81 |

1970 - SPOKANE FIRE DEPARTMENT

| | | |
|---|---|---|
| ALASKA RUBBER GROUP INC | MINOR EQUIPMENT | |
| DBA ARG INDUSTRIAL | CREDIT CARD PMT NO. - 70002872 | 66.68 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80150519 | 126.59 |
| APOLLO SHEET METAL INC DBA<br>APOLLO MECHANICAL CONTRACTORS | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150520 | 710.21 |
| APOLLO SHEET METAL INC DBA<br>APOLLO MECHANICAL CONTRACTORS | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80150520 | 728.87 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150522 | 19,722.77 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80150522 | 8,212.10 |
| CAR WASH PARTNERS LLC<br>DBA MR CAR WASH | VEHICLE REPAIRS/MAINT<br>ACH PMT NO. - 80150591 | 288.00 |
| CENTURYLINK | TELEPHONE<br>CHECK NO. - 00618012 | 522.76 |
| COAXSHER INC | PERSONAL PROTECTIVE EQUIPMENT<br>CREDIT CARD PMT NO. - 70002876 | 8,051.61 |
| CORWIN OF SPOKANE LLC<br>CORWIN FORD SPOKANE | VEHICLE REPAIR & MAINT SUPPLY<br>ACH PMT NO. - 80150572 | 1,663.72 |
| FASTENAL CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80150578 | 2,374.45 |
| FASTENAL CO | VEHICLE REPAIR & MAINT SUPPLY<br>ACH PMT NO. - 80150578 | 191.69 |
| FRANCIS AVENUE HARDWARE<br>dba ACE ON FRANCIS | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80150535 | 687.02 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | CMMTY RISK REDUCTION SPECIALST<br>CHECK NO. - 00618130 | 75.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 8,297.18 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | FIRE CAPTAIN<br>CHECK NO. - 00618130 | 230.33 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | FIRE EQUIPMENT OPERATOR<br>CHECK NO. - 00618130 | 230.33 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | FIREFIGHTER<br>CHECK NO. - 00618130 | 330.33 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618132 | 56,636.49 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | FIRE CAPTAIN<br>CHECK NO. - 00618132 | 30.33 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | FIRE EQUIPMENT OPERATOR<br>CHECK NO. - 00618132 | 1,182.31 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | FIRE LIEUTENANT<br>CHECK NO. - 00618132 | 752.43 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | FIREFIGHTER<br>CHECK NO. - 00618132 | 4,385.40 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | OVERTIME-UNIFORM<br>CHECK NO. - 00618132 | 14.88 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | SR. FIRE EQUIPMENT OPERATOR<br>CHECK NO. - 00618132 | 230.33 |
| MUNICIPAL EMERGENCY SERVICES<br>INC | PERSONAL PROTECTIVE EQUIPMENT<br>ACH PMT NO. - 80150592 | 614.45 |
| NAPA AUTO PARTS<br>GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY<br>ACH PMT NO. - 80150594 | 5,440.46 |
| PATRIOT FIRE PROTECTION INC | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150639 | 526.95 |
| SATURDAY NIGHT INC | CLOTHING<br>ACH PMT NO. - 80150645 | 7,436.78 |
| SPOKANE CITY TREASURER | PUBLIC UTILITY SERVICE<br>CHECK NO. - 00618138 | 1,435.59 |
| SPOKANE EMERGENCY PHYSICIANS<br>INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150653 | 8,431.30 |
| SPOKANE EXERCISE EQUIPMENT<br>SALES AND SERVICE | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150654 | 534.59 |
| SPOKANE FIRE FIGHTERS BENEFIT<br>TRUST | VEBA POST EMPLOYMENT<br>ACH PMT NO. - 80150657 | 15,500.00 |
| SWANSON'S REFRIGERATION &<br>RESTAURANT REPAIR | EQUIPMENT REPAIRS/MAINTENANCE<br>CHECK NO. - 00618140 | 340.94 |
| SWANSON'S REFRIGERATION &<br>RESTAURANT REPAIR | REPAIR & MAINTENANCE SUPPLIES<br>CHECK NO. - 00618140 | 237.69 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 34,386.27 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 9,483.18 |
| WASHINGTON LEOFF<br>DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II<br>CHECK NO. - 00618148 | 194,339.55 |
| WEST PLAINS DEVELOPMENT LLC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150677 | 31,800.00 |
| TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT | | 426,249.56 |

3200 - ARTERIAL STREET FUND



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---|---|
| CPM DEVELOPMENT CORP DBA | CONSTRUCTION OF FIXED ASSETS |

| | | |
|---|---|---|
| INLAND ASPHALT COMPANY | ACH PMT NO. - 80150629 | 34,826.47 |
| | TOTAL FOR 3200 - ARTERIAL STREET FUND | 34,826.47 |

4100 - WATER & HYDROELECTRIC SERVICES

| | | |
|---|---|---|
| AMERIGAS PROPANE LP<br>DBA NORTHERN ENERGY | OPERATING SUPPLIES<br>ACH PMT NO. - 80150476 | 795.46 |
| ANATEK LABS INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150477 | 1,657.50 |
| CDL SOLUTIONS LLC<br>DBA DRIVE509 | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150513 | 3,800.96 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES<br>CREDIT CARD PMT NO. - 70002867 | 1,461.36 |
| CONSOLIDATED SUPPLY CO | INVENTORY PURCHASES FOR WATER<br>CREDIT CARD PMT NO. - 70002868 | 22,246.97 |
| CONSOLIDATED SUPPLY CO | REPAIR & MAINTENANCE SUPPLIES<br>CREDIT CARD PMT NO. - 70002868 | 1,011.17 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150480 | 38.73 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER<br>ACH PMT NO. - 80150481 | 36,699.18 |
| ENTERPRISE FM TRUST<br>ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150532 | 1,033.75 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 8,045.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DIRECTOR - HYDROELECTRIC SVCS<br>CHECK NO. - 00618130 | 100.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | INSTRUMENT REPAIR TECHNICIAN<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | METER READER<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | WATER/HYDRO PLANT OPERATOR<br>CHECK NO. - 00618130 | 60.00 |
| ITRON INC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150492 | 1,205.40 |
| JONATHAN KIP SPILKER<br>DBA SPILKER CONTRACTING LLC | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150651 | 12,025.95 |
| JONES LANG LASALLE AMERICAS INC | CONTRACTUAL SERVICES<br>CHECK NO. - 00618115 | 2,200.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| KLEINSCHMIDT ASSOCIATES | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80150494 | 83,861.73 |
| MESA ASSOCIATES INC | MACHINERY/EQUIPMENT<br>ACH PMT NO. - 80150497 | 6,157.00 |

| | | |
|---|---|---|
| NJB SOFT LLC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150500 | 11,782.80 |
| NORCO INC | REPAIR & MAINTENANCE SUPPLIES<br>CREDIT CARD PMT NO. - 70002870 | 20.87 |
| NORCO INC | REPAIRS/MAINTENANCE<br>CREDIT CARD PMT NO. - 70002882 | 75.00 |
| OXARC LLC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150503 | 854.43 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 93,536.45 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES<br>ACH PMT NO. - 80150658 | 40.00 |
| US ARMY CORPS OF ENGINEERS<br>DBA USACE FINANCE CENTER | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80150557 | 25,000.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 40,284.13 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 58,478.73 |
| W W GRAINGER INC<br>DBA GRAINGER | OPERATING SUPPLIES<br>ACH PMT NO. - 80150581 | 3,580.66 |
| TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES | | 416,173.23 |

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|---|---|---|
| APOLLO INC | CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO. - 80150612 | 362,806.76 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 930.86 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | SENIOR ENGINEER I-II<br>CHECK NO. - 00618130 | 75.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | SENIOR ENVIRONMENTAL ANALYST<br>CHECK NO. - 00618130 | 24.14 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 70,682.25 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 5,675.16 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 8,429.16 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150558 | 40.01 |
| WA STATE DEPT OF ECOLOGY | INTEREST ON LONG TERM DEBT<br>ACH PMT NO. - 80150561 | 7,502.62 |

| | | |
|---|---|---|
| WA STATE DEPT OF ECOLOGY | INTERGOVERNMENTAL LOANS<br>ACH PMT NO. - 80150561 | 25,291.21 |
| | TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | 481,457.17 |

4310 - SEWER MAINTENANCE DIVISION

| | | |
|---|---|---|
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618004 | 1,725.82 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150522 | 101.22 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80150522 | 229.25 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO. - 80150528 | 6,069.84 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150480 | 308.05 |
| CUESTA SPRINGS ICE COMPANY OF IDAHO LLC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150573 | 152.19 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,705.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | WASTEWATER SUPERVISOR<br>CHECK NO. - 00618130 | 140.00 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 53,493.90 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES<br>ACH PMT NO. - 80150658 | 40.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 12,267.05 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 18,122.85 |
| W W GRAINGER INC<br>DBA GRAINGER | OPERATING SUPPLIES<br>ACH PMT NO. - 80150581 | 1,124.20 |
| W W GRAINGER INC<br>DBA GRAINGER | SAFETY SUPPLIES<br>ACH PMT NO. - 80150581 | 83.88 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| | TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION | 96,563.25 |

4320 - RIVERSIDE PARK RECLAMATION FAC

| | | |
|---|---|---|
| ACI MECHANICAL & HVAC SALES | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80150515 | 4,594.25 |
| ALS LABORATORY GROUP | TESTING SERVICES<br>ACH PMT NO. - 80150474 | 170.00 |
| AVISTA UTILITIES | OPERATING RENTALS/LEASES | |

| | | |
|---|---|---|
| | ACH PMT NO. - 80150478 | 465.41 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150478 | 24,653.26 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80150478 | 40,755.31 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES<br>CREDIT CARD PMT NO. - 70002867 | 5,482.85 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO. - 80150479 | 1,980.93 |
| CUESTA SPRINGS ICE COMPANY OF IDAHO LLC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150573 | 213.07 |
| ENTERPRISE FM TRUST<br>ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150532 | 519.97 |
| EUROFINS ENVIRONMENT TESTING NORTHWEST LLC | TESTING SERVICES<br>ACH PMT NO. - 80150576 | 655.00 |
| FISHER SCIENTIFIC | OPERATING SUPPLIES<br>ACH PMT NO. - 80150580 | 3,594.96 |
| H D FOWLER COMPANY | OPERATING SUPPLIES<br>ACH PMT NO. - 80150584 | 141.27 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 6,678.47 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LABORATORY TECHNICIAN<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | LABORER II<br>CHECK NO. - 00618130 | 10.00 |
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80150585 | 15,147.60 |
| JOHNSON CONTROLS FIRE PROTECTION LP | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150630 | 40,421.98 |
| MCKINSTRY CO LLC<br>LOCKBOX | REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150636 | 229,369.98 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| NALCO CO | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80150593 | 4,701.88 |
| PACIFIC POWER GROUP LLC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150638 | 10,147.95 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 63,936.67 |
| TWO RIVERS TERMINAL LLC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80150669 | 9,183.79 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 34,319.33 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 50,979.36 |

| | | |
|---|---|---|
| VWR INTERNATIONAL | OPERATING SUPPLIES<br>ACH PMT NO. - 80150560 | 846.57 |
| W W GRAINGER INC<br>DBA GRAINGER | OPERATING SUPPLIES<br>ACH PMT NO. - 80150581 | 3,377.52 |
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | | 552,407.38 |

4330 - STORMWATER

| | | |
|---|---|---|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150478 | 161.76 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 1,485.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 6,244.90 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 9,086.36 |
| TOTAL FOR 4330 - STORMWATER | | 16,978.02 |

4370 - SEWER CONSTRUCTION FUND

| | | |
|---|---|---|
| WA STATE DEPT OF ECOLOGY | INTEREST ON LONG TERM DEBT<br>ACH PMT NO. - 80150561 | 99,996.14 |
| WA STATE DEPT OF ECOLOGY | INTERGOVERNMENTAL LOANS<br>ACH PMT NO. - 80150561 | 392,178.70 |
| TOTAL FOR 4370 - SEWER CONSTRUCTION FUND | | 492,174.84 |

4480 - SOLID WASTE FUND



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | DEPOSIT-SALES TAX<br>CHECK NO. - 00618006 | 1,669.73 |
| TOTAL FOR 4480 - SOLID WASTE FUND | | 1,669.73 |

4490 - SOLID WASTE DISPOSAL

| | | |
|---|---|---|
| AARON BOTTS<br>3921 E FRANCIS | WTE DISPOSAL<br>CHECK NO. - 00618013 | 209.08 |
| AKONA PROCESS SOLUTIONS INC | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80150517 | 8,160.50 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150530 | 379.69 |
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR<br>CREDIT CARD PMT NO. - 70002869 | 1,167.09 |

| | | |
|---|---|---|
| FASTENAL CO | OPERATING SUPPLIES<br>ACH PMT NO. - 80150578 | 940.68 |
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT<br>ACH PMT NO. - 80150578 | 593.29 |
| GRAYMAR ENVIRONMENTAL SERVICES INC | HAZARDOUS WASTE DISPOSAL<br>ACH PMT NO. - 80150582 | 2,550.39 |
| HELFRICH BROTHERS BOILER WORKS | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150489 | 45,550.70 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 3,906.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | WTE MAINTENANCE SPECIALIST<br>CHECK NO. - 00618130 | 60.00 |
| KNIGHT CONSTRUCTION & SUPPLY INC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150495 | 3,862.14 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150589 | 909.74 |
| NORCO INC | CHEMICAL/LAB SUPPLIES<br>CREDIT CARD PMT NO. - 70002882 | 2,641.72 |
| NORCO INC | REPAIR & MAINTENANCE SUPPLIES<br>CREDIT CARD PMT NO. - 70002882 | 165.10 |
| NORTHSTAR CHEMICAL INC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80150501 | 4,774.91 |
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES<br>CREDIT CARD PMT NO. - 70002873 | 895.00 |
| ONLINE CLEANING SERVICES | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150502 | 10,233.58 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ORKIN | PROFESSIONAL SERVICES<br>CHECK NO. - 00618137 | 247.38 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO. - 80150504 | 20,543.35 |
| SPECIALTY MACHINING & MFG CO | REPAIR & MAINTENANCE SUPPLIES<br>ACH PMT NO. - 80150511 | 6,109.60 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 31,093.23 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 23,386.12 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 33,567.30 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES<br>- | 742.61 |
| WATERCO OF THE PACIFIC NORTH WEST, INC | OPERATING SUPPLIES<br>CHECK NO. - 00618114 | 233.55 |

TOTAL FOR 4490 - SOLID WASTE DISPOSAL 202,922.75

4500 - SOLID WASTE COLLECTION

| | | |
|---|---|---|
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO. - 80150519 | 2,761.59 |
| AT&T MOBILITY | CELL PHONE<br>CHECK NO. - 00618011 | 21.93 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80150613 | 3,727.05 |
| COMCAST | TELEPHONE<br>CHECK NO. - 00618005 | 223.96 |
| CONNER SCHNEBERGER | PERMITS/OTHER FEES<br>CHECK NO. - 00618048 | 301.00 |
| COWLES PUBLISHING COMPANY<br>DBA THE SPOKESMAN-REVIEW | OTH DUES/SUBSCRIPTNS/MEMBERSHP<br>ACH PMT NO. - 80150661 | 769.60 |
| DEVRIES INFORMATION MANAGEMENT | MISC SERVICES/CHARGES<br>ACH PMT NO. - 80150575 | 61.34 |
| GORLEY LOGISTICS LLC<br>dba FIKES NORTHWEST | OPERATING SUPPLIES<br>ACH PMT NO. - 80150579 | 85.21 |
| HOTSY OF SPOKANE LLC | EQUIPMENT REPAIRS/MAINTENANCE<br>CREDIT CARD PMT NO. - 70002878 | 451.67 |
| HOTSY OF SPOKANE LLC | OPERATING SUPPLIES<br>CREDIT CARD PMT NO. - 70002878 | 6,324.53 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 4,731.14 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | OFFICE CLERK ASSISTANT<br>CHECK NO. - 00618130 | 10.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | REFUSE COLLECTOR II<br>CHECK NO. - 00618130 | 35.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | REFUSE COLLECTOR III<br>CHECK NO. - 00618130 | 60.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | REFUSE DISTRICT SUPERVISOR<br>CHECK NO. - 00618130 | 60.00 |
| MATT HOUSTON<br>dba SKUNKWORKS | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150646 | 2,490.00 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 100,846.01 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES<br>ACH PMT NO. - 80150658 | 40.00 |
| TRUE CORPORATION | MISC REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150668 | 169.11 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 29,422.49 |

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 41,504.26 |
| WASTEQUIP WASHINGTON | MINOR EQUIPMENT<br>CHECK NO. - 00618149 | 39,766.62 |
| WASTEQUIP WASHINGTON | OPERATING SUPPLIES<br>CHECK NO. - 00618149 | 3,143.69 |
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | | 237,006.20 |

4530 - SOLID WASTE LANDFILLS

| | | |
|---|---|---|
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES<br>CREDIT CARD PMT NO. - 70002873 | 220.00 |
| STARPLEX CORP | ALARM/SECURITY SERVICES<br>ACH PMT NO. - 80150663 | 2,261.68 |
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | | 2,481.68 |

4600 - GOLF FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | 2ND ASST GOLF COURSE SUPT<br>CHECK NO. - 00618130 | 20.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 736.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | HORTICULTURE SUPERVISOR<br>CHECK NO. - 00618130 | 15.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 4,075.17 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 5,287.67 |
| TOTAL FOR 4600 - GOLF FUND | | 10,133.84 |

4700 - DEVELOPMENT SERVICES

| | | |
|---|---|---|
| ENTERPRISE FM TRUST<br>ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150532 | 1,679.69 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 3,419.38 |
| SIMPLIFILE LC | LEGAL SERVICES<br>ACH PMT NO. - 80150507 | 929.88 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 18,133.05 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 26,702.56 |

| | | |
|---|---|---|
| TOTAL FOR 4700 - DEVELOPMENT SERVICES | | 50,864.56 |

5100 - FLEET SERVICES FUND

| | | |
|---|---|---|
| AMERICAN RADIATOR INC | EQUIPMENT REPAIRS/MAINTENANCE<br>CREDIT CARD PMT NO. - 70002884 | 4,710.98 |
| AVISTA UTILITIES | COMPRESSED NATURAL GAS FUEL<br>ACH PMT NO. - 80150613 | 52,681.58 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO. - 80150613 | 10,090.60 |
| AVISTA UTILITIES | UTILITY NATURAL GAS<br>ACH PMT NO. - 80150613 | 763.37 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO. - 80150618 | 37,387.65 |
| COMCAST | WEB SERVICES<br>CHECK NO. - 00618113 | 225.80 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150620 | 387.44 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| CUMMINS INC<br>DBA CUMMINS SALES & SERVICE | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150622 | 21,235.03 |
| EVERGREEN STATE TOWING LLC<br>DBA SPOKANE VALLEY TOWING | TOWING EXPENSE<br>ACH PMT NO. - 80150533 | 172.38 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 1,745.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | HEAVY EQUIPMENT MECHANIC<br>CHECK NO. - 00618130 | 70.00 |
| MARK HENDERSON<br>DBA ONSITE DASH REPAIR | EQUIPMENT REPAIRS/MAINTENANCE<br>CHECK NO. - 00618133 | 327.30 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150543 | 283.68 |
| SOLID WASTE SYSTEMS INC<br>dba SWS EQUIPMENT INC | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150551 | 18,667.27 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 10,039.99 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 14,491.07 |
| WATERCO OF THE PACIFIC NORTH<br>WEST, INC | OPERATING SUPPLIES<br>CHECK NO. - 00618128 | 57.01 |

| | |
|---|---|
| TOTAL FOR 5100 - FLEET SERVICES FUND | 173,336.15 |

5200 - PUBLIC WORKS AND UTILITIES

| | |
|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES |

| | | |
|---|---|---|
| | ACH PMT NO. - 80150530 | 149.42 |
| CRITTER CONTROL OF GREATER SPOKANE | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150482 | 437.49 |
| DEVRIES INFORMATION MANAGEMENT | CONTRACTUAL SERVICES<br>ACH PMT NO. - 80150575 | 143.14 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 990.00 |
| SPOKANE CITY TREASURER OR<br>WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE<br>CHECK NO. - 00618006 | 1,646.76 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 4,568.54 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 6,794.52 |
| VERIZON WIRELESS | CELL PHONE<br>ACH PMT NO. - 80150671 | 85.70 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---|---|
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | 14,815.57 |

5300 - IT FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,171.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | INFORMATION TECH ANALYST I-II<br>CHECK NO. - 00618130 | 75.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | TECHNICAL SERVICES SPECIALIST<br>CHECK NO. - 00618130 | 60.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 15,305.63 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 21,813.12 |
| US POSTMASTER | PREPAID POSTAGE<br>CHECK NO. - 00618007 | 100,000.00 |
| TOTAL FOR 5300 - IT FUND | | 139,424.75 |

5500 - PURCHASING AND CONTRACTS

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 475.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | PROCURMENT SPECIALIST<br>CHECK NO. - 00618130 | 75.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,566.41 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 3,758.42 |

| | | |
|---|---|---|
| TOTAL FOR 5500 - PURCHASING AND CONTRACTS | | 6,874.83 |

5600 - ACCOUNTING SERVICES

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | ACCOUNTANT<br>CHECK NO. - 00618130 | 25.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 2,205.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 9,676.26 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 14,225.96 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| TOTAL FOR 5600 - ACCOUNTING SERVICES | | 26,132.22 |

5700 - SPOKANE 311

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 575.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,720.27 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 4,072.58 |
| TOTAL FOR 5700 - SPOKANE 311 | | 7,367.85 |

5750 - OFFICE OF PERFORMANCE MGMT

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | CONTINUOUS IMPROVEMENT ANALYST<br>CHECK NO. - 00618130 | 1.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 375.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 2,266.25 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 2,956.62 |
| TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT | | 5,598.87 |

5800 - RISK MANAGEMENT FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 60.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 202.89 |

| | | |
|---|---|---|
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 300.61 |
| | TOTAL FOR 5800 - RISK MANAGEMENT FUND | 563.50 |

5810 - WORKERS' COMPENSATION FUND

| | | |
|---|---|---|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES<br>ACH PMT NO. - 80150480 | 140.02 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 75.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 260.68 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 417.12 |
| | TOTAL FOR 5810 - WORKERS' COMPENSATION FUND | 892.82 |

5820 - UNEMPLOYMENT COMPENSATION FUND

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 7.50 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 31.13 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 45.87 |
| | TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND | 84.50 |

5830 - EMPLOYEES BENEFITS FUND

| | | |
|---|---|---|
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150623 | 15,353.36 |
| DELTA DENTAL OF WASHINGTON | INSURANCE CLAIMS<br>ACH PMT NO. - 80150623 | 37,640.57 |
| HRA VEBA TRUST<br>HRA VEBA TRUST CONTRIBUTIONS | DEPOSIT-HEALTH CARE ACCOUNT<br>ACH PMT NO. - 80150628 | 58,729.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 170.01 |
| KAISER FOUNDATION HEALTH PLAN<br>OF WASHINGTON | INSURANCE CLAIMS<br>ACH PMT NO. - 80150631 | 220,345.52 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150641 | 61,281.35 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | INSURANCE CLAIMS<br>ACH PMT NO. - 80150548 | 350,167.91 |
| SPOKANE FIRE FIGHTERS BENEFIT | INSURANCE PREMIUMS | |

| | | |
|---|---|---|
| TRUST | ACH PMT NO. - 80150657 | 901,812.00 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 882.63 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,246.80 |
| | TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | 1,647,629.15 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5900 - FACILITIES MANAGEMENT FUND OPS

| | | |
|---|---|---|
| AMERICAN SPRINKLER REPAIR<br>AND LANDSCAPE LLC | SNOW REMOVAL SERVICES<br>ACH PMT NO. - 80150611 | 1,050.02 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 649.83 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | OFFICE CLERK SPECIALIST<br>CHECK NO. - 00618130 | 27.33 |
| NCH CORPORATION<br>DBA CHEMSEARCH FE | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150617 | 694.65 |
| SECURITAS TECHNOLOGY<br>CORPORATION | BUILDING REPAIRS/MAINTENANCE<br>ACH PMT NO. - 80150512 | 6,361.39 |
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 3,863.83 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 5,752.03 |
| | TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS | 18,399.08 |

5901 - ASSET MANAGEMENT FUND CAPITAL

| | | |
|---|---|---|
| CARBYNE INC | SOFTWARE (NONCAPITALIZED)<br>ACH PMT NO. - 80150526 | 557,480.23 |
| | TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL | 557,480.23 |

5902 - PROPERTY ACQUISITION POLICE

| | | |
|---|---|---|
| DATEC INC | IF CAPITAL COMMISSIONING<br>ACH PMT NO. - 80150574 | 4,429.27 |
| RUGGED SOLUTIONS AMERICA LLC<br>DBA SETCOM CORPORATION | IF CAPITAL COMMISSIONING<br>ACH PMT NO. - 80150643 | 2,953.20 |
| | TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE | 7,382.47 |

6100 - RETIREMENT

| | | |
|---|---|---|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING<br>CHECK NO. - 00618130 | 295.00 |

| | | |
|---|---|---|
| US BANK OR CITY TREASURER<br>EMP BENEFITS ( CITY ) | SOCIAL SECURITY<br>CHECK NO. - 00618144 | 1,055.06 |
| US BANK TRUST NA<br>OR CITY OF SPOKANE | RETIREMENT<br>ACH PMT NO. - 80150670 | 1,554.61 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---|---|
| TOTAL FOR 6100 - RETIREMENT | 2,904.67 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|---|---|---|
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150623 | 1,086.05 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80150623 | 1,762.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150641 | 6,306.93 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80150548 | 14,296.60 |
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | | 23,451.58 |

6255 - LAW ENFORCEMENT RECORDS MGMT

| | | |
|---|---|---|
| SPOKANE COUNTY TREASURER | DEPOSIT-COUNTY<br>ACH PMT NO. - 80150652 | 354.00 |
| WA STATE DEPT OF LICENSING | DEPOSIT-POLICE GUN PERMITS<br>CHECK NO. - 00618051 | 16,245.00 |
| TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT | | 16,599.00 |

6300 - POLICE PENSION

| | | |
|---|---|---|
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150623 | 838.88 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80150623 | 3,190.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION<br>ACH PMT NO. - 80150641 | 4,965.03 |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT<br>ACH PMT NO. - 80150548 | 10,683.87 |
| TOTAL FOR 6300 - POLICE PENSION | | 19,677.78 |

6730 - PARKING & BUSINESS IMPROV DIST

| | | |
|---|---|---|
| DOWNTOWN SPOKANE PARTNERSHIP<br>818 W RIVERSIDE STE 120 | DEPOSIT-MISCELLANEOUS DEPOSITS<br>CHECK NO. - 00618014 | 1,780.59 |

| | | |
|---|---|---|
| TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST | | 1,780.59 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6960 - SALARY CLEARING FUND NEW

| | | |
|---|---|---|
| AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS | AFLAC<br>ACH PMT NO. - 80150609 | 13,842.46 |
| CHILD SUPPORT SERVICES<br>IDAHO CHILD SUPPORT RECEIPTING | IDAHO CHILD SUPPORT SERVICE<br>CHECK NO. - 00618127 | 724.80 |
| DIGNITARY PROTECTION TEAM FUND<br>% SPOKANE LAW ENFORCEMENT C U | DIGNITARY PROTECTION TEAM FUND<br>ACH PMT NO. - 80150624 | 260.00 |
| EDU MEMBERSHIP FUND<br>% SPOKANE LAW ENFORCEMENT C U | EDU MEMBERSHIP FUND<br>ACH PMT NO. - 80150625 | 32.50 |
| HUMAN RESOURCES<br>RE: PARKING FEES | HUMAN RESOURCES<br>CHECK NO. - 00618129 | 909.00 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | ICMA RETIREMENT TRUST 457D<br>CHECK NO. - 00618130 | 403,064.28 |
| ICMA RETIREMENT TRUST 457 LOAN PAYMENT | ICMA RETR 457D LOAN PAYMENT<br>CHECK NO. - 00618131 | 60,098.27 |
| ING LIFE INSURANCE & ANNUITY<br>OR CITY OF SPOKANE TREAURER | ING LIFE INSURANCE&ANNUITY CO<br>CHECK NO. - 00618132 | 110,850.96 |
| LT & CAPT ASSOCIATION - LTD | LTD - LTS & CAPTS<br>ACH PMT NO. - 80150632 | 747.50 |
| LTS & CPTS LEGAL DEFENSE FUND | LEGAL DEFENSE LTS&CAPTS<br>ACH PMT NO. - 80150633 | 46.00 |
| M & P ASSOCIATION | M&P ASSOCIATION<br>ACH PMT NO. - 80150634 | 3,755.69 |
| PEOPLE QUALIFIED COMMITTEE<br>AFL-CIO | PEOPLE QUALIFIED COMMITTEE<br>CHECK NO. - 00618134 | 5.00 |
| POLICE GUILD LEGAL DEFENSE FUND | POLICE GUILD LEGAL DEFENSE<br>ACH PMT NO. - 80150627 | 638.00 |
| PRE-PAID LEGAL SERVICES INC<br>LEGALSHIELD | PRE-PAID LEGAL SERVICE INC<br>CHECK NO. - 00618136 | 327.73 |
| REHN & ASSOCIATES<br>SPOKANE CITY TREASURER | AW REHN-SEC 125 DEPENDENT CARE<br>ACH PMT NO. - 80150642 | 6,865.19 |
| REHN & ASSOCIATES<br>SPOKANE CITY TREASURER | AW REHN-SEC 125 HEALTH<br>ACH PMT NO. - 80150642 | 21,536.45 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | BENEFIT SOLUTIONS INC EE<br>ACH PMT NO. - 80150655 | 80,617.62 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | BENEFIT SOLUTIONS MEDSFO EE<br>ACH PMT NO. - 80150655 | 2,240.92 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | FIRE BENEFIT TRUST-VOL LIFE<br>ACH PMT NO. - 80150656 | 649.70 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | MEDFCH (EE)<br>ACH PMT NO. - 80150655 | 988.52 |
| SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE BENEFIT ASSOC<br>ACH PMT NO. - 80150647 | 405.00 |
| SPOKANE POLICE CHAPLAIN ASSOCIATION | POLICE CHAPLIN ASSOC<br>ACH PMT NO. - 80150648 | 4,035.50 |
| SPOKANE POLICE GUILD ATTN: BEN GREEN | POLICE GUILD<br>ACH PMT NO. - 80150640 | 302.70 |
| SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE | POLICE GUILD FRAT ORDER OF POL<br>ACH PMT NO. - 80150660 | 859.02 |
| SPOKANE POLICE GUILD LONG TERM DISABILITY | POLICE GUILD LTD<br>ACH PMT NO. - 80150650 | 20,540.00 |
| SPOKANE POLICE K-9 MEMBERSHIP FUND | POLICE K9 MEMBERSHIP FUND<br>ACH PMT NO. - 80150649 | 200.00 |
| SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE SWAT TEAM<br>ACH PMT NO. - 80150664 | 690.00 |
| SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE TACTICAL TEAM<br>ACH PMT NO. - 80150666 | 563.00 |
| STANDARD INSURANCE COMPANY | STANDARD INSURANCE CO(VL/E)<br>ACH PMT NO. - 80150662 | 10,808.10 |
| STANDARD INSURANCE COMPANY | STANDARD LIFE INS-VL/D CHILD<br>ACH PMT NO. - 80150662 | 167.60 |
| STANDARD INSURANCE COMPANY | STANDARD LIFE INS-VL/D SPOUSE<br>ACH PMT NO. - 80150662 | 2,365.00 |
| STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS | STATE DISBURSEMENT UNIT<br>CHECK NO. - 00618139 | 862.58 |
| UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS | UNITED STATES TREASURY<br>CHECK NO. - 00618143 | 12.50 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | FICA WITHHOLDING-CITY<br>CHECK NO. - 00618144 | 356,100.78 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | FIT WITHHOLDING-CITY<br>CHECK NO. - 00618144 | 989,665.14 |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | MEDI WITHHOLDING-CITY<br>CHECK NO. - 00618144 | 144,967.21 |
| US BANK TRUST NA OR CITY OF SPOKANE | CITY RETIREMENT SYSTEM<br>ACH PMT NO. - 80150670 | 624,972.49 |
| VOYA FINANCIAL LOAN REPAYMENT | VOYA LOANS<br>CHECK NO. - 00618145 | 5,573.23 |
| WA GET PROGRAM | WA GET PROGRAM<br>CHECK NO. - 00618146 | 375.00 |



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---|
| WA ST COUNCIL OF CITY & COUNTY EMPLOYEES | WA ST COUNCIL OF CITY&CO EMPL<br>ACH PMT NO. - 80150674 | 34,001.21 |
| WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER | WA STATE CHILD SUPPORT<br>CHECK NO. - 00618147 | 16,247.12 |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS | DEPT OF RET SYS-LEOFF 2<br>CHECK NO. - 00618148 | 687,728.75 |
| WESTERN STATES POLICE MEDICAL TRUST | NW PUBLIC EMP MEDICAL TRUST<br>CHECK NO. - 00618150 | 1,012.50 |
| WSCCCE, AFSCME, AFL-CIO | WSCCCE AFSCME AFL CIO<br>ACH PMT NO. - 80150678 | 345.50 |
| TOTAL FOR 6960 - SALARY CLEARING FUND NEW | | 3,611,000.52 |
| TOTAL CLAIMS | | 10,667,854.17 |

# MINUTES OF SPOKANE CITY COUNCIL

## Monday, March 16, 2026

## AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:34 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: https://vimeo.com/spokanecitycouncil.

**Roll Call**
On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Telis, and Zappone were present.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Interviews of Nominees to Boards and Commissions.**

**BRIEFING ON AGENDA ITEMS**
**Final Agenda for March 16, 2026**
The City Council received a briefing from staff on the following agenda items, and Council inquiry and comment was held, with response by staff:

- Dowl Contract (RES 2026-0014/OPR 2022-0345) – Jon Snyder
- Motorola Contract (OPR 2026-0254) – Stephen Williams

**Updated Draft Agenda for March 23, 2026**
There were no requests for staff to brief agenda items.

**Draft Agenda for March 30, 2026**
There were no requests for staff to brief agenda items.

**CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS**
**March 16, 2026, Final Agenda**
Contract Amendment with DOWL, LLC (OPR 2022-0345) (Deferred as amended to March 16, 2026, Agenda, from March 9, 2026, Agenda, during March 2, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Klitzke and Zappone)
**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to suspend** Council Rules only to consider Zappone Proposed Amendment to OPR 2022-0345

(Contract Amendment with DOWL, LLC, for adding work to the Citywide Traffic Calming Master Plan) filed March 11, 2026; **carried 7-0.**

**Motion** by Council Member Zappone, seconded by Council Member Klitzke, **to amend** OPR 2022-0345 (Contract Amendment with DOWL, LLC, for adding work to the Citywide Traffic Calming Master Plan) with the Zappone Proposed Amendment filed March 11, 2026; **carried 7-0.**

Contract with Motorola Solutions, Inc. (OPR 2026-0254) (Council Sponsors: Council Members Telis and Cathcart)

**Motion** by Council Member Telis, seconded by Council Member Cathcart, **to suspend** Council Rules only to add OPR 2026-0254 (Contract with Motorola Solutions, Inc. to support public safety communications operations) to tonight's Legislative Agenda; **carried 7-0.**

**Motion** by Council Member Telis, seconded by Council Member Cathcart, **to add** OPR 2026-0254 (Contract with Motorola Solutions, Inc. to support public safety communications operations) to tonight's Legislative Agenda; **carried 7-0.**

Resolution 2026-0016 (Deferred as amended to March 16, 2026, Agenda, from March 9, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone and Klitzke)

**Motion** by Council Member Klitzke, seconded by Council Member Telis, **to suspend** Council Rules only to amend Resolution 2026-0016 (approving a Commercial Parking Tax rule) with the Klitzke Proposed Amendment filed March 11, 2026 (without triggering an automatic deferral); **carried 7-0.**

**Motion** by Council Member Klitzke, seconded by Council Member Zappone, **to adopt** the Klitzke Proposed Amendment to Resolution 2026-0016 (approving a Commercial Parking Tax rule) filed March 11, 2026; **carried 6-1.**

Request to Add Special Consideration Item

Council Member Cathcart presented a motion to suspend Council Rules only to add a Special Consideration item circulated at 2:40 p.m. today to the March 16, 2026, agenda for final action (letter to Governor Ferguson urging veto of House Bill 2266) at tonight's meeting. The motion died for lack of a second.

**March 23, 2026, Updated Draft Agenda**

Personal Services Agreement with MIA Spokane (OPR 2026-0229) (Council Sponsors: Council Members Telis and Cathcart)

**Motion** by Council Member Telis, seconded by Council Member Dillon, **to suspend** Council Rules only to amend OPR 2026-0229 (Personal Services Agreement with MIA Spokane) with the Telis Proposed Amendment filed March 13, 2026; **carried 7-0.**

**Motion** by Council Member Telis, seconded by Council Member Dillon, **to adopt** the Telis Proposed Amendment to OPR 2026-0229 (Personal Services Agreement with MIA Spokane) filed March 13, 2026; **carried 7-0.**

Resolution 2026-0021 and accompanying contract OPR 2026-0228 (Council Sponsors: Council President Wilkerson and Council Member Telis)

**Motion** by Council Member Cathcart, seconded by Council Member Klitzke, **to adopt the** Wilkerson Proposed Amendment to Resolution 2026-0021 (declaring Infor Public Sector a sole source and authorizing 1-year contract) and accompanying contract OPR 2026-0228 with the Wilkerson Proposed Amendment filed March 11, 2026; **carried 7-0.**

**March 30, 2026, Draft Agenda**

There were no considerations of amendments or deferrals

**Action to Approve Agendas**

The City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Klitzke, seconded by Council Member Dillon, **to approve** the March 23, 2026, Updated Draft Agenda, as amended, as next week's Final Agenda; **carried 7-0.**

**Council Recess/Executive Session**

The City Council recessed at 3:52 p.m. No executive session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## LEGISLATIVE SESSION

**Land Acknowledgement**

Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

**Pledge of Allegiance**

The Pledge of Allegiance was led by two Girl Scouts from Troop 2014.

**Roll Call**

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, Dixit, Klitzke, Telis, and Zappone were present.

Shae Blackwell, City Council Legislative Assistant; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **Proclamations or Salutations.**

## REPORTS FROM COMMUNITY ORGANIZATIONS

### Girl Scouts

Brian Newberry, Chief Executive Officer for the Girl Scouts, commented on the 2,600-2,700 Girl Scouts entrepreneurs who will be out in the community on March 27 selling Girl Scout cookies. He also remarked on the Girl Scouts 114th birthday, which was on March 12, as well as provided other remarks. Mr. Newberry noted that last Thursday the National Guard took a tanker overseas, along with cookies, donated to the troops.

## POETRY AT THE PODIUM

Joan Iva Fawcett provided a reading of the poem "Homesick and Homeless."

There were no **Boards and Commissions Appointments.**

## CONSENT AGENDA

After public testimony and Council commentary, the following actions were taken:

**Upon 6-1 Voice Vote**, the City Council **approved** purchases from (1) Bud Clary of one 2026 Chevrolet Silverado Battery Electric Pickup and one Ford F250 Diesel Pickup for the Engineering Department—$127,209.70 (incl. tax) (OPR 2026-0178) and (2) two Toyota BZ Battery Electric Vehicles for the Street Department—$76,765 (incl. tax) (OPR 2026-0179). (Council Sponsors: Council President Wilkerson and Council Member Dillon) (OPR 2026-0178 and OPR 2026-0179 taken separately together)

**Upon 7-0 Voice Vote,** the City Council **approved** Staff Recommendations for the following items:

Purchase from Mercedes Benz of Spokane of one diesel Mercedes Sprinter Mechanic van for the Water Department—$75,582.78 (incl. tax). (OPR 2026-0176) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Purchase from Bud Clary of one Ford F350 Diesel Pickup for the Street Department—$65,685.62 (incl. tax). (OPR 2026-0177) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Purchase from Bud Clary of one Ford F550 Chassis for the Wastewater Maintenance Department—$75,435.33 (incl. tax). (OPR 2026-0192) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Five-year Master Value Blankets for the purchase of cold mix bulk by the ton (open container non bagged) as needed from April 1, 2026, through March 31, 2031, with:

a. Inland Asphalt Company. (OPR 2026-0135 / ITB 6441-25)

b. Lakeside Industries, Inc. (OPR 2026-0136 / ITB 6441-25)

c. Shamrock Paving. (OPR 2026-0137 / ITB 6441-25)

Total expenditure not to exceed $400,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Value Blanket with Structured Communications Systems, Inc. (Clackamas, OR) to purchase computer and storage hardware, software, licensing, and related services to support the IT Infrastructure program and related system upgrades without bringing each purchase over the City Purchase Limit of $50,000 from March 1, 2026, through February 28, 2028—not to exceed $1,500,000 (plus tax). (OPR 2026-0181) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Three-year Value Blanket with CDW Government for various departments to purchase hardware and software products without bringing each purchase over the City Purchase Limit of $50,000 from April 1, 2026, through March 31, 2029—not to exceed $360,000. (OPR 2026-0182) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Master Contract Amendment with Copiers Northwest, Inc. (Seattle, WA) for purchasing, leasing, service, software, maintenance and support for copier and printer purchases effective April 1, 2025, through March 31, 2030—additional $1,200,000. Total cost $1,500,000. (OPR 2025-0269) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Three-year Value Blanket with Software House International for various departments to purchase software products including maintenance & support, subscriptions/upgrades without bringing each purchase over the City Purchase Limit of $50,000 from April 1, 2026, through March 31, 2029—not to exceed $2,250,000. (OPR 2026-0180) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract Renewal with Oracle America, Inc. (Dallas, TX) for Oracle license software maintenance and support for the City of Spokane from April 21, 2026, through April 20, 2027─$230,073 (plus tax). (OPR 2019-0314) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract Renewal 3 of 3 with Volt Management Corp. (Orange, CA) for technical services in support of PMO and IT projects from May 1, 2026, through April 30, 2027─$150,000 (plus tax). (OPR 2022-0412 / RFP 5435-21) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract Renewal 1 of 4 with Azteca Systems, LLC., (Sandy, UT) for continued annual support and maintenance of City Works Asset Maintenance Management System from April 1, 2026, through March 31, 2027─$142,178.40 (plus tax). (OPR 2025-0153) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract Amendment with The East Spokane Business Association for administration of the Sprague Business Improvement District, as completed by the East Sprague Business Association on behalf of the City, allowing for a one-time increase in funding for BID programs due to increased maintenance costs and other unforeseen expenses from January 23, 2026, through December 31, 2026─additional $12,715.16 (OPR 2017-0640) (Council Sponsors: Council Members Dillon and Dixit)

Multiple Family Housing Property Tax Exemption Conditional Agreement with David and Tamala Tucker, for the property located at 2114 W. Falls Avenue, to create 12 dwelling units. Following construction, the project intends to finalize under the 8-year exemption. (OPR 2026-0134) (Council Sponsors: Council Members Zappone and Dixit)

Parking 2 People Sales and use Tax Deferral and Conditional Agreement with the Northeast Public Development Authority for the property located at 3011 E. Wellesley Avenue to create a mixed-use building with 35 dwelling units. (OPR 2026-0185) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract Renewal 1 of 3 with Opportunity Space, Inc., dba Tolemi (Boston, MA) for the implementation and management of the City of Spokane's Foreclosure Registry program, as well as access to a property data aggregation software Building Blocks, which is used by multiple departments from February 1, 2026, through January 31, 2027─not to exceed $65,000. (OPR 2024-0065) (Council Sponsor: Council Member Dillon)

Recommendation to list the Briggs Apartments located at 225 S. Wall Street on the Spokane Register of Historic Places. (OPR 2026-0184) (Council Sponsor: Council Member Dixit)

Acceptance of US Conference of Mayor's Healthy and Sustainable Communities Grant to support the Youth Wellness Zone Initiative─$200,000. (OPR 2026-0183) (Relates to Special Budget Ordinance C36852 and Resolution 2026-0020) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Contract with Morgan Stanley Institutional Investment Advisors dba Fiduciary Consulting Group (Portland, OR) for Investment Consulting Services for the Retirement Department from January 1, 2026, through December 31, 2030─not to exceed $50,000. (OPR 2026-0196) (Council Sponsor: Council President Wilkerson)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through March 6, 2026, total $11,616,183.61 (Check Nos.: 617632-617803; Credit Card Nos.: 002807-002832; ACH Nos.: 150026-150265), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $11,468,196.74. (CPR 2026-0002)

Minutes:

a. City Council Meeting Minutes: February 23 and February 26, 2026. (CPR 2026-0013)

b. City Council Finance and Administration Standing Committee Meeting Minutes: February 23, 2026. (CPR 2026-0015)

c. City Council Public Infrastructure, Environment, and Sustainability Committee Meeting Minutes: March 9, 2026. (CPR 2026-0019)

Contract Amendment with DOWL, LLC. (Redmond, WA) for adding work to the Citywide Traffic Calming Master Plan from February 4, 2026, through December 31, 2027─not to exceed $238,838 (plus tax). (OPR 2022-0345 / RFQ 5569-22) (Relates to Resolution 2026-0016) (Council Sponsors: Council Members Klitzke and Zappone) (As amended during 3:30 p.m. Agenda Review Session)

Contract with Motorola Solutions, Inc. (Chicago, IL) for the acquisition of radio consoles to support the City's public safety communications operations at the new emergency communications center from March 27, 2026, through March 26, 2031─$4,732,951 (plus tax). (OPR 2026-0254) (Council Sponsors: Council Members Telis and Cathcart) (As added during 3:30 p.m. Agenda Review Session)

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCE

**Special Budget Ordinance C36852 (Relates to OPR 2026-0183 and Resolution 2026-0020) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)**

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

**Upon 7-0 Roll Call Vote,** the City Council **passed Special Budget Ordinance C36852** 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 the Healthy and Sustainable Communities Grant, and declaring an emergency.

**Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
**Nos:** None
**Abstain:** None
**Absent:** None

There were no **Emergency Ordinances.**

**RESOLUTIONS**

**Resolution 2026-0019 (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

After public testimony from one individual and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2026-0019** approving the appointment of Joshua Lipps as the Director of Accounting for the City of Spokane.

**Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
**Nos:** None
**Abstain:** None
**Absent:** None

**Resolution 2026-0020 (Relates to OPR 2026-0183 and Special Budget Ordinance C36852) (Council Sponsors: Council President Wilkerson and Council Member Dillon)**

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

**Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2026-0020** setting forth the City Council's approval and endorsement of funding for a one-time Healthy and Sustainable Communities Grant from the U.S. Council of Mayors with Northeast Community Center and authorizing execution of related contracts without further City Council review and action.

**Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
**Nos:** None
**Abstain:** None
**Absent:** None

**Resolution 2026-0014 (Deferred from March 9, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session) (Relates to OPR 2022-0345 under Consent Agenda) (Council Sponsors: Council Members Klitzke and Zappone)**
After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2026-0014** supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

**Resolution 2026-0015 (Deferred as amended from March 9, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dixit)**
After public testimony and Council commentary, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **adopted Resolution 2026-0015,** as amended, identifying and establishing the Spokane City Council's 2026 priorities for the use of HEART funding collected under the HEART sales and use tax for housing and housing related supportive services.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

**Resolution 2026-0016 (As amended during today's 3:30 p.m. Agenda Review Session) (Deferred as amended from March 9, 2026, Agenda, during March 9, 2026, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Zappone and Klitzke)**
After public testimony and Council commentary, the following action was taken:

> **Upon 6-1 Roll Call Vote,** the City Council **adopted Resolution 2026-0016,** as amended, approving a Commercial Parking Tax Public Rule.
>
> **Ayes:** Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** Cathcart
> **Abstain:** None
> **Absent:** None

## FINAL READING ORDINANCES

**Final Reading Ordinance C36850 (Council Sponsors: Council Members Zappone and Dixit)**

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C36850** encouraging the activation of public spaces; amending Section 08.02.0220; repealing Section 08.02.0235, Chapter 10.28, and Chapter 10.55; and adopting a new Chapter 12.15 of the Spokane Municipal Code.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

**Final Reading Ordinance C35771 (First Reading held May 13, 2019) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

> **Upon 7-0 Roll Call Vote,** the City Council **passed Final Reading Ordinance C35771** vacating the alley between 2nd Avenue and 3rd Avenue from the east line of Monroe Street and west line of Lincoln Street.
>
> **Ayes:** Cathcart, Dillon, Dixit, Klitzke, Telis, Wilkerson, and Zappone
> **Nos:** None
> **Abstain:** None
> **Absent:** None

## FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred. Public testimony was received on the First Reading Ordinances.

**ORD C36848** Relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032. (Council Sponsors: Council Members Zappone and Klitzke)

**ORD C36849** Relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

There were no **Special Considerations.**

There were no **Hearings.**

[The City Clerk left the meeting at 6:48 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by the City Council Office for the minutes.]

## OPEN FORUM

The following individual(s) spoke during the Open Forum:

- Jim Leighty
- Justin Haller
- Sarah Rose
- Sunshine Wigen
- Will Hulings

**ADJOURNMENT**
**Motion** by Council Member Dillon, seconded by Council Member Telis, **to adjourn**; **carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 6:59 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the March 25, 2026, issue of the *Official Gazette*.

Approved by Spokane City Council on March 30, 2026.

_____
Betsy Wilkerson
City Council President

Attest:

_____
Terri Pfister
City Clerk

**STANDING COMMITTEE MINUTES**
**City of Spokane**
**Finance and Administration Committee**
**City Hall (808 W. Spokane Falls Blvd)**
**Council Chambers, March 23, 2026**

---

**Call to Order: 12:01 PM**

Recording of the meeting may be viewed here: Spokane City Council

## Attendance

Committee Members Present:
Council President Betsy Wilkerson (Chair), Council Member Paul Dillon (Vice-Chair), Council Member Michael Cathcart, Council Member Zack Zappone, Council Member Kitty Klitzke, Council Member Kate Telis, Council Member Sarah Dixit

## Discussion Items (No Action Taken)

1. 2024 ACCOUNTABILITY AUDIT EXIT CONFERENCE – DANIELLE ARNOLD & STATE AUDITOR OFFICE
2. VISIT SPOKANE – ROSE NOBLE
3. AIRPORT PFAS SHORT TERM INTERIM ACTION WORK PLAN – MARLENE FEIST
4. UPDATE ON SAFE STREETS CYCLE 15 – JON SNYDER
5. SBO Q1 2026 HR RANGE CHANGES – ALLISON ADAM
6. DETENTION SERVICES CONTRACT PERFORMANCE AUDIT – DANIELLE ARNOLD
7. SPECIAL BUDGET ORDINANCE – PSAP OPERATIONS MANAGER FTE & REVENUE – MAGGIE YATES/STEVEN WILLIAMS
8. NOTIFICATION OF NORTHEAST COMMUNITY CENTER PARKING FEASIBILITY STUDY CONGRESSIONALLY DESIGNATED SPENDING GRANT REQUEST – COLE WICKER
9. SPECIAL BUDGET ORDINANCE – EMERGENCY STREETS GRANT – COLE WICKER
10. DISCUSSION ON COUNCIL BUDGET PRIORITIES FOR THE NEXT BIENNIUM – KATE FAIRBORN
11. BOARDS AND COMMISSION UPDATES – CITY COUNCIL

**Consent Items (No Action Taken)**

1. PENSER CONTRACT ONE (1) YEAR RENEWAL (HUMAN RESOURCES)
2. 5100 – PURCHASE OF JOHN DEERE 544P LOADER FOR THE STREET DEPARTMENT (FLEET SERVICES)
3. 5100 – PURCHASE OF TYMCO 500X SWEEPER FOR THE STREET DEPARTMENT (FLEET SERVCES)
4. CARAHSOFT – SALESFORCE LICENSES & ANNUAL SUPPORT (INFORMATION TECHNOLOGY)
5. JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE (INFORMATION TECHNOLOGY)
6. LOGRHYTHM ANNUAL MAINTENANCE (INFORMATION TECHNOLOTY)
7. T&L – SMC 07.03.020 IMPREST FUNDS AMOUNT (FINANCE & ADMINISTRATION)
8. ACCEPTANCE OF EMERGENCY STREETS GRANT (ACCOUNTING)
9. ACCEPTANCE OF WA COMMERCE PARTICIPATORY BUDGET GRANT (ACCOUNTING)
10. OUTSIDE COUNSEL CONTRACT AMNDMENT (CITY ATTORNEY)
11. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
12. SETTLEMENT RESOLUTION (CITY ATTORNEY)

**Public Testimony**

No public testimony

**Executive Session**

Purpose: adjourned into executive session for 30 minutes to review the performance of public employees

Start: 1:50 pm

Extensions: one 10 min extension

End: 2:30 pm

Attorneys present: Mike Piccolo

**Adjournment**

The meeting adjourned at 2:30 PM.

Minutes prepared and submitted for publication in the April 1, 2026, issue of the Official Gazette.

**Prepared by:**

Virginia Ramos

Approved by City Council on March 30, 2026.

_____
Betsy Wilkerson
Spokane City Council President

Attest:

_____
Terri L. Pfister
City Clerk

# Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 03/30/2026

**Committee Agenda type:** Consent

**Council Meeting Date:** 03/30/2026

| | |
|---|---|
| **Date Rec'd** | 3/25/2026 |
| **Clerk's File #** | OPR 2026-0312 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | | | |
|---|---|---|---|
| **Submitting Dept** | POLICE | | |
| **Contact Name/Phone** | SHAWNA 370-8534 | | |
| **Contact E-Mail** | SERNST@SPOKANEPOLICE.ORG | | |
| **Agenda Item Type** | Contract Item | | |
| **Council Sponsor(s)** | KTELIS MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | PSAP - PROCUREMENT OF A COMPUTER AIDED DISPATCH SYSTEM | | |

## Agenda Wording

Consideration of a contract with Intergraph Corporation (dba Hexagon) for the purchase and implementation of a Computer Aided Dispatch (CAD) system to support 911 call taking and dispatch operations for police, fire, and emergency medical services, utilizing a cooperative (piggyback) procurement based on the Spokane Regional Emergency Communications (SREC) CAD acquisition.

## Summary (Background)

The City of Spokane is replacing its existing Computer Aided Dispatch (CAD) systems with a unified platform that will support 911 call taking and dispatch for police, fire, and emergency medical services. Historically, the region has operated separate CAD systems for law enforcement and fire/EMS; this project establishes a consolidated system to improve coordination, efficiency, and situational awareness across all public safety disciplines. The proposed contract is based on a cooperative procurement (piggyback) from the Spokane Regional Emergency Communications (SREC) Hexagon CAD purchase. City staff participated in the development of the original RFP and evaluation process, ensuring the selected solution meets the City's operational and technical requirements.

## What impacts would the proposal have on historically excluded communities?

This proposal is expected to have a positive impact on historically excluded communities by improving the City's ability to respond to calls for service in a timely, coordinated, and equitable manner. A unified Computer Aided Dispatch (CAD) system enhances situational awareness across police, fire, and EMS, reducing delays and improving service consistency regardless of neighborhood. The system also supports more accurate data collection and analysis, which can help identify and address disparities in response times and service delivery over time.

## 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 CAD system captures detailed operational data, including call types, response times, unit assignments, and outcomes. This data can be integrated with the City's data warehouse and analytics platforms to support analysis of service delivery across geographic areas and demographic indicators where available and appropriate. The City will continue to evaluate opportunities to assess disparities in response and outcomes, consistent with privacy laws and data governance policies, and report on findings through existing transparency and performance reporting channels.

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

System effectiveness will be evaluated using key performance metrics such as call answer times, dispatch times, response times, system uptime, and user adoption. The CAD system provides robust reporting capabilities that will allow ongoing monitoring of these metrics. Additionally, feedback from dispatchers, call takers, and field personnel will be incorporated to assess usability and operational impact. These measures will support continuous improvement and ensure the system meets the City's public safety needs.

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

This proposal aligns with the City's goals of improving public safety services, enhancing operational efficiency, and leveraging technology to better serve the community. A unified CAD system supports coordinated emergency response across disciplines, consistent with the Comprehensive Plan's emphasis on safe and resilient communities. The project also aligns with ongoing investments in modernizing public safety infrastructure and supports data-informed decision-making. By improving system integration and reducing reliance on legacy technologies, the proposal advances the City's broader strategic and operational objectives.

## Council Subcommittee Review

N/A

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ 3,309,179.00 |
| Current Year Cost | $ 3,309,179.00 |
| Subsequent Year(s) Cost | $ |

## Narrative

Current year costs include implementation fees. Future years are: 2027 - $1,127,397, 2028 - $1,183,767, 2029 - $1,242,955, 2030 - $1,305,103.

| Amount | | Budget Account |
|---|---|---|
| Expense | $ 3,309,179.00 | # 5901-79226-94280-56406-99999 |
| 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** | Recurring |

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

| Approvals | | Additional Approvals | |
|---|---|---|---|
| Dept Head | GBYRD | PS EXEC REVIEW | GBYRD |
| Division Director | GBYRD | | |
| Accounting Manager | GBYRD | | |
| Legal | GBYRD | | |
| For the Mayor | GBYRD | | |

## Distribution List

| | |
|---|---|
| Tiffany Taylor - Tiffany.taylor@hexagon.com | Victor Vasile - victor.vasile@hexagon.com |
| David Montville - david.montville@hexagon.com | spdfinance@spokanepolice.org |
| Stephen Williams - scwilliams@spokanecity.org | Mike Forbes - mforbes@spokanefire.org |
| Dusty Fredrickson - dfredrickson@spokanecity.org, | Jason Nechanicky - jnechanicky@spokanecity.org |
| Kyle Haugen khaugen@spokanecity.org | |

# PRIMARY CONTRACTING DOCUMENT

This Primary Contracting Document together with the Master Terms referenced and incorporated below constitutes a Master Agreement by and between **CITY OF SPOKANE** ("Customer") and **INTERGRAPH CORPORATION by and through its HEXAGON SAFETY, INFRASTRUCTURE & GEOSPATIAL division** ("Hexagon") and is binding upon the Parties on the Effective Date.

## RECITALS

**WHEREAS**, Spokane Regional Emergency Communications ("SREC") issued Request for Proposal P0004 for Public Safety Software (the "RFP");

**WHEREAS,** Hexagon submitted a response to the RFP published by SREC (the "Proposal");

**WHEREAS,** after conducting due diligence on the various responses submitted as part of the RFP, including the Proposal and supplemental information, SREC found the Proposal to be most advantageous proposal and negotiated a resulting contract with Hexagon (the "SREC Agreement");

**WHEREAS,** the SREC Agreement included a cooperative purchasing clause (Section 20), which allows other agencies to utilize the SREC Agreement in their own respective purchases; and

**WHEREAS,** the Customer desires to purchase a public safety software system from Hexagon based upon the same Master Terms as set forth in the SREC Agreement and additional terms provided below;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Those certain Master Terms and Conditions ("Master Terms") attached hereto as Attachment A, which are the same as the Master Terms contained in the SREC Agreement, are incorporated into this Primary Contracting Document as if fully set forth herein.

2. All capitalized terms in this Primary Contracting Document shall have the same meaning as provided in the Master Terms except as may be otherwise defined herein.

3. Any notice to be given pursuant to Section 13 of the Master Terms shall be directed to each Party at the following address, which reflects the Customer's location, in accordance with the Master Terms.

| **CUSTOMER:** | **HEXAGON:** |
|---|---|
| City of Spokane | Attn: Safety, Infrastructure & Geospatial Legal Department |
| | 305 Intergraph Way |
| | Madison, Alabama 35758 |
| Spokane, Washington 99217 | victor.vasile@hexagon.com |
| | (256) 730-2000 |
| | |

4. In executing this Primary Contracting Document, the Parties simultaneously accept, without need to execute any other Order Documents, Orders 1 and 2: the SOW for the HxGN OnCall Dispatch and Records Implementation and Licenses ("Order 1") and Cloud Program Order for Year 1 ("Order 2," and collectively with Order 1, the "Initial Orders"). The summary pricing for the Initial Orders being accepted through this Primary Contracting Document is reflected below and described in more particularity in the respective Order Documents. Any Change Order (having been executed by both Parties) to those

Order Documents affecting price shall also simultaneously change the information in the table below without the need to separately execute an Amendment.

| Initial Orders Pricing Summary | | |
|---|---|---|
| **Order Name** | **Description** | **Fee** |
| | | |
| **Order 1** | | |
| | Implementation of OnCall Dispatch | **$2,235,468** |
| **Order 2** | | |
| | Cloud Program Order for Year 1 | **$1,073,711** |
| **TOTAL** | | **$3,309,179** |

5. In consideration of the mutual obligations assumed under this Primary Contracting Document, Customer and Hexagon agree to the terms and conditions set forth herein and represent that this Primary Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this Primary Contracting Document. This Primary Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Primary Contracting Document signed by each Party for all purposes.
6. Additional Terms.

6.1. OMITTED.

6.2. CONTRACT TERMS. The Master Agreement shall become effective on April 1, 2026 and shall continue through March 31, 2031, unless amended by written agreement or terminated earlier under the provisions.

6.3. COMPENSATION. Total compensation under this Master Agreement shall not exceed **EIGHT MILLION ONE HUNDRED THIRTY-SIXTY-EIGHT THOUSAND FOUR HUNDRED ONE AND 00/100 DOLLARS ($8,168,401.00)**, plus tax if applicable, payable in accordance with the applicable Order documents. This is the maximum amount to be paid under this Master Agreement and shall not be exceeded without the prior written authorization of the Customer in the form of an executed amendment to this Master Agreement.

6.4. PAYMENT. Hexagon shall send its application for payment to City of Spokane Department of Emergency Communications, 808 West Spokane Falls Boulevard, 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Hexagon's application except as provided by state law.

6.5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6.6. AMENDMENTS. This Master Agreement may be amended at any time by mutual written agreement.

6.7. 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 Master Agreement shall have or acquire any interest in the Master 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 Contract.

6.8. TERMINATION. See Section 5 of the Master Terms. .

6.9. INSURANCE. During the period of the Agreement, Hexagon 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 Customer, its officers and employees are additional insureds but only with respect to Hexagon's services to be provided under this Agreement.

   i. Acceptable **supplementary Umbrella insurance** coverage combined with Hexagon'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

D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least $3,000,000 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 Hexagon or its insurer(s) to the Customer. As evidence of the insurance coverage(s) required by this Agreement, Hexagon shall furnish acceptable Certificates of Insurance (COI) upon request by the Customer. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Hexagon's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, , and the deduction or retention level for the Errors and Omissions coverage. Hexagon shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10. INDEMNIFICATION. See Section 9 of the Master Terms.

6.11. DEBARMENT AND SUSPENSION. Hexagon 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.

6.12. SEVERABILITY. See Section 23.4 of the Master Terms.

6.13. OMITTED

6.14. 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 Master 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. As it pertains to its employment practices, Hexagon agrees to comply with the Americans with Disabilities Act,.

6.15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with Customer without first having obtained a valid annual business registration. Hexagon 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 Hexagon does not believe it is required to obtain a business registration, it may contact the Customer's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.16. AUDIT / RECORDS. Hexagon and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Master Agreement. Hexagon and its subcontractors shall provide access to authorized Customer 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 Master Agreement, the federal law shall prevail.

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

6.18. DISPUTES. This Master Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Master Agreement or any of its provisions shall be brought in Spokane County, Washington.

7. CERTIFICATION OF DEBARMENT The certification Regarding Debarment is attached hereto and incorporated by reference herein as Attachment B.

**AGREED TO BY**:

| **CITY OF SPOKANE** | | **INTERGRAPH CORPORATION** | |
|---|---|---|---|
| By: | | By: | |
| Name: | | Name: | |
| Title: | | Title: | |
| Date: | | Date: | |

**Attachment A**

## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Hexagon (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary Documentation; software maintenance services; Equipment/Content; DevTools; Cloud Programs; and professional services; and other items, which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any items or services (including the Services), Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order. To the extent the Master Agreement purports to impose obligations, restrictions, or limitations upon Customer's Affiliates or Users, Customer shall be responsible to Hexagon for Customer's Affiliates' and Users' compliance with such terms and shall procure Customer's Affiliates and Users compliance.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below;
- Exhibit A – End User License Agreement;
- Exhibit B – Maintenance Terms and Conditions for Software;
- Exhibit B-1 – Maintenance Addendum
- Exhibit C – Sample Project Deliverable Sign-Off Form;
- Exhibit D – Cloud Program Conditions;
- Exhibit E – Subscription License Terms;
- Exhibit F – COTS Training Program Terms; and
- Exhibit G – Common Terms Glossary.

### GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary). Words used herein in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2 Elements of an Order.

2.1 Order Composition. Each Order will be comprised of Order Documents, including any applicable Schedule(s). An Order is formed only once both Parties accept the Order Documents, which the Customer shall do by executing the Order Documents and/or issuing a PO in connection with the Order Documents. Orders shall be effective as of the date both Parties accept the Order Documents except where the Order is for a term-based offering (e.g., Subscription License), in which case the Order shall commence as of the date specified in the Order Documents, if provided.

2.2 Schedules. Any Schedules applicable to Products or items purchased in an Order are incorporated and are either included in the Order Documents or, in the absence thereof, accessible via hyperlinks contained within Exhibit G. If a Product or item is not listed in the document(s) accessed via hyperlinks

provided in Exhibit G, and related Schedule(s) are not otherwise included in the Order Documents, then that Product or item does not have a corresponding Schedule.

2.3 Pricing. Order Documents shall describe basic pricing and include other details relevant to the offerings included in the Order.

2.4 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until set forth in a mutually executed writing.

2.5 Acceptance. Acceptance will occur based upon the following:

2.5.1 For Fixed Price Project Assignments, not governed by Exhibit F, acceptance shall occur when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

2.5.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed.

2.5.3 For a Cloud Program, acceptance occurs when the License Keys are provided to Customer.

2.5.4 For all Orders not described more specifically above, acceptance occurs once the ordered item has been delivered or access to the ordered item has been provided.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Primary Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable Schedules and documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third Party Software, Third Party Terms will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

(1) Any amendments to the Master Agreement;

(2) The Primary Contracting Document;

(3) Applicable Schedules;

(4) These Master Terms (excluding Exhibits);

(5) Exhibits to these Master Terms; and

(6) Order Documents, if any, in addition to items specifically identified in this Section 3.2 above.

For only Third Party Software subject to Third Party Terms, the Third Party Terms shall have precedence in the event of a conflict between the Third Party Terms and any other terms of the Master Agreement.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the contents of the Order.

4.1.1 For Fixed Price Project Assignments Hexagon may invoice Customer upon completion of a payment milestone identified in the Order Documents, or when applicable, in accordance with Exhibit F; provided however, if this type of Order also includes Subscription Licenses or Cloud Program(s), the fees for such shall be due in accordance with Exhibits E and D, respectively.

4.1.2 For Product(s) or items not included within an Order for a Fixed Price Project Assignment or otherwise more specifically addressed in this Section 4, Hexagon may invoice Customer for the full amount set forth in the Quote in addition to any applicable freight/shipping charges upon delivery of or access having been provided to any of the Product(s) or items identified in the Order Documents.

4.1.3 Time and Materials Project Assignments shall be billed and invoiced monthly as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Maintenance Services not included within an Order for a Fixed Price Project Assignment or Product Order shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program(s) (even if included within a Fixed Price Project Assignment) shall be billed and invoiced in accordance with Exhibit D.

4.2 Payment. Customer shall make payment for any invoices issued by Hexagon within thirty (30) calendar days of the date the invoice was received by Customer. .

4.3 Late Payment. If Customer does not make payment within thirty (30) days of the due date, an interest charge of one percent (1%) per Month (or the maximum allowed by law, whichever is less), compounded monthly, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence. As it pertains to Equipment, Hexagon shall retain a security interest in the Equipment. If Customer is late or otherwise in default of its payment obligations for Equipment, then Hexagon may, in addition to any other remedies available, exercise remedies of a secured party regarding the Equipment.

4.4 Taxes. The purchase price is exclusive of all federal, state, and/or local taxes. Any taxes applied to this sale by a federal, state, and/or local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income. If Customer is claiming tax-exempt status, it must submit the proper documentation satisfactory to Hexagon evidencing its tax-exempt status. Applicable taxes may be invoiced at any time such taxes become fixed and certain.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with ninety (90) days written notice. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Product(s) or items delivered and provided, plus the cost of any labor and/or Product(s) or items ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Product(s) or items. Hexagon is entitled to retain all amounts paid under any Order prior to termination. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event the other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party materially breaches an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party materially breaches the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement.

5.3.3 If the Master Agreement or any one or more Orders is terminated pursuant to paragraphs 5.3.1 or 5.3.2, Hexagon will stop all Work with respect to impacted Orders as soon as practicable and shall be entitled to payment for all Work performed as well as Product(s) provided on all impacted Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.4 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and/or Product(s) delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. Hexagon is entitled to retain all amounts paid under any Order prior to its termination. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to Customer.

5.3.5 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 Ownership.

6.1 Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Software (including Software embedded within Equipment) provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement), except as it is inconsistent with the terms set forth herein. Third Party Software, including any Software developed by a third party embedded within Equipment, is licensed to Customer pursuant to Third Party Terms or as otherwise specified in the applicable E/C Schedule.

6.2 As it pertains to any Equipment, and only Equipment, provided to Customer under an Order, the Customer shall receive title to and ownership of the Equipment identified in the Order Documents, excluding any IPR pertaining to the Equipment and Software provided with the Equipment, FOB place of origin and subject to Customer's payment of all amounts owed for the Equipment.

6.3 Customer shall own Customer Data. Customer grants Customer Data Rights to Hexagon, to, among other things, facilitate Hexagon's performance of its obligations.

7 Warranties.

7.1 Software. The Software Products licensed under Exhibit A are warranted to meet Minimal Operations Levels for a period of thirty (30) days from the initial installation; provided that Software Products covered by a Maintenance Contract between Customer and Hexagon shall instead be warranted and supported as stated in the Maintenance Contract.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable Order Documents, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Equipment Warranty Coverage. If Equipment supplied by Hexagon is provided with a warranty or other Equipment support, then the extent of the Equipment support is provided within the corresponding E/C Schedule or other Order Documents.

7.4 Third-party Warranty Coverage. To the extent no warranty or Equipment support is described in the applicable E/C Schedule or other Order Documents, third-party products supplied by Hexagon, are provided with a pass-through-warranty from the original manufacturer, if any.

7.5 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable(s). Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they may be made generally available for licensing by Hexagon.

7.6 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. ALL WARRANTIES PROVIDED PURSUANT TO THIS MASTER AGREEMENT ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY OR INDIRECTLY FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice to Hexagon of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the Documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Master Agreement.

9.6 This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover, and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

10 Insurance. OMITTED (see Section 6.9 of Primary Contracting Document)

11 Security and Breach Notification.

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the Designated Portal. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, the Disputing Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute, except for Disputes for non-payment. If such Dispute is not promptly resolved by the employees responsible for the subject matter of the Dispute, the Disputing Party shall be permitted to deliver to the non-disputing Party's contact person identified in the Primary Contracting Document a written notice of the Dispute, whereupon the Parties shall endeavor in good faith to escalate the Dispute to appropriate executives for each Party for resolution within fifteen (15) Business Days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a Dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the Dispute. Within sixty (60) calendar days, of the issuance of the Dispute notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the Dispute. If, after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing Party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) Business Days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the Dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the Dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) Business Days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for Disputes for non-payment, only after the Parties have endeavored to resolve the Dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Primary Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, natural disaster, fire, lightning, acts of or restriction imposed by civil or military authority, pandemics, epidemics, cyber-attack, labor disruption, civil disturbance, expropriation, embargo, lawful export restriction, or any other cause beyond its reasonable control. This section does not relieve or suspend a Party's obligation to pay money to the other Party under the terms of the Master Agreement.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate workspace and workplace accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access for Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a login and password) to all servers and workstations requiring installation/configuration by Hexagon.

16 Amendments.

Any and all amendments to the Master Agreement shall be in writing specifically reference the fact the amendment is intended to alter these Master Terms and executed by authorized representatives of both Parties. No Order or Change Order shall affect these Master Terms, unless expressly stated in such document.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first obtains the Disclosing Party's written consent to such disclosure. The parties agree that Customer, as a public agency, is bound by the provision of the Washington Public Records Act codified as RCW 42.56 et. seq. and must timely respond to a request for public records. Customer will provide notice to Hexagon of any document that may be proprietary and/or a trade secret so that Hexagon may seek protection under the Washington Uniform Trade Secrets Act (or any other applicable law) codified as RCW 19.108 et seq. Hexagon agrees, that if it intends to seek Court intervention to prevent disclosure, it will do so within five (5) business days after being notified of the request(s). It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

To the extent the Customer employs a consultant or other third party to help facilitate implementation of Hexagon software, Customer agrees it shall have and require its consultant or third party to enter into a reasonable non disclosure agreement with Hexagon.

18 Personal Data.

18.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer Data input to, or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Product(s), Maintenance Services, and/or Cloud Program (or part thereof).

18.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as updated from time to time, found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

21 Export.

Equipment/Content, and Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Equipment/Content and/or Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories;
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (http://export.gov/ecr/eg_main_023148.asp);
- To any entity if Customer knows, or has reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses; and/or
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer agrees to comply with all applicable export control laws and regulations. User shall not request information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country that is not sanctioned by the United States, including but not limited to the Arab League boycott of Israel. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at exportcompliance@intergraph.com. If the Software Customer received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of the Software from the United States must be covered by a license issued by the Directorate of Defense Trade Controls ("DDTC") of the U.S. Department of State or by an ITAR license exemption. The Software may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of the EULA included herein, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software.

22 Non-Solicitation of Employees.

Neither party will, without the prior written consent of the other party, solicit any of the other party's employees, or induce such employee to leave that party's employment, directly or indirectly, during the Term and for a period of twenty-four (24) Months after the Master Agreement expires or is terminated.

23 Miscellaneous.

23.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement. Any individual purporting to execute or accept a Quote, Primary Contracting Document, or any Order Documents governed by the Master Terms on behalf of a Party represents and warrants to the other Party that such individual has the authority to bind, and does bind, the Party on whose behalf such individual purports to execute or accept such instrument(s). By issuance of a Quote to Customer without the word "DRAFT" or similar markings thereon, Hexagon represents it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order intended to result from the Quote. By executing the Quote and returning it to Hexagon or otherwise entering into an Order, Customer represents and certifies to Hexagon it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order associated therewith.

23.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership," "Limitation of Liability," "Dispute Resolution," "Confidential Information," "Export," and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, Exhibit E, and/or Exhibit F), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

23.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

23.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

23.5 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

23.6 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Washington. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in either a state court located in Spokane

County, Washington or the U.S. District Court for the Eastern District of Washington. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

23.7 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

23.8 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

23.9 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after discovery of the event giving rise to the cause of action has occurred.

23.10 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (“FCPA”). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: such party is familiar with the FCPA and its purposes and agrees to comply with the acts; specifically, such party is aware of and will comply with the FCPA’s prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; and the method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Party has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

24 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Primary Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer’s PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

# EXHIBIT A

## END-USER LICENSE AGREEMENT

**IMPORTANT—READ CAREFULLY: This EULA is a legal agreement by and between User and Hexagon. Software is also subject to Use Terms. Any software, including, without limitation, any third party components and/or Updates, associated with a separate end-user license agreement is licensed to User under the terms of that license agreement. Use Terms applicable to an Update shall apply to the Update. All use of the Software is subject to applicable Order Documents.**

**1 LICENSE GRANT**. Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software licenses purchased by User to: (i) install and use the Software, in object code form only; (ii) use, read, and modify Documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software to achieve User's intended results, and for the installation, use and results obtained from the Software.

**2 UPDATES**. If the Software is an Update to a previous version of the Software, User must possess a valid license to such previous version to use the Update. Neither the Software nor any previous version may be used by or transferred to a third party. All Updates are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Update. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software will end upon availability of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software may not work correctly or that User will not be able to take advantage of all the Software's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update. For Third Party Software, please read carefully the applicable Third Party Terms regarding concurrent use of an Update and the prior version of Software during transition to the Update as the Third Party Terms may differ from terms applicable to Hexagon Software Products.

**3 RIGHTS AND LIMITATIONS.**

3.1 **The Following are Permitted for User's License:**

User may make one copy of Software media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software and license as provided for in Section 3.2.1 below. Any other copying of the Software, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

3.2 **The Following are Prohibited for User's License:**

3.2.1 User shall not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 The Software is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software; (ii) work around any technical limitations in the Software;

(iii) publish the Software for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism in the Software or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software; (viii) use or view the Software for any purposes competitive with those of Hexagon; (ix) use the Software except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software outside the country in which it is licensed.

3.3 **Fault Tolerance.**

The Software is not one hundred percent (100%) fault tolerant. Unless the Software's Documentation expressly provides the contrary, the Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software in, or in conjunction with, any High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. User hereby agrees not to use the Software in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software for purposes for which it is regularly marketed and sold (e.g., public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

3.4 **Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software a licensing mechanism to allow such Software to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software only up to the number of licenses it has purchased. Any usage of Software beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software in like manner as provided in Section 6.2 below (Audit).

## 4 USER OBLIGATIONS.

4.1 The Software may require User's System to comply with specific minimum software, hardware, and/or Internet connection requirements. The specific minimum software, hardware, and/or Internet connection requirements vary by Software and type of license and are available from Hexagon upon request.

4.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software.

4.3 At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software, including, without limitation, when installed, used, checked out, checked in, and/or merged into another program.

4.4 User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

## 5 TERM.

5.1 For a Perpetual License, this EULA is effective until terminated (i) by User, by returning to Hexagon the original Software or by permanently destroying the Software, together with all copies, modifications, and merged portions in any form; (ii) by Hexagon, upon User's material breach of any of the terms hereof or User's failure to pay the appropriate license fee(s); or (iii) upon User's installation of an Update that is accompanied by a new license agreement covering the Software Update. User agrees upon the termination of this EULA to cease using and to permanently destroy the Software (and any copies, modifications and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's material breach of any of the terms hereof; User's failure to pay the appropriate Subscription License fee(s); or, the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

**6 AUDIT.**

6.1 Hexagon shall have the right to:

6.1.1 Audit User's use of the Software and User's compliance with the provisions of this EULA during User's normal Business Hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

6.1.2 Obtain certain documentation from User, as follows. If the Software includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

6.2 In the event the results of the audit in Section 6.1.1 or the documentation provided by User in Section 6.1.2 indicate User has used unlicensed Software or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software used by User; (ii) interest of two percent (2%) per month or the highest rate allowed by applicable law for each month, commencing with the initial month of unlicensed usage of the Software); and (iii) the costs for the audit in Section 6.1.1.

END OF EXHIBIT A

# EXHIBIT B

## MAINTENANCE TERMS AND CONDITIONS FOR SOFTWARE

These terms and conditions ("Maintenance Terms") govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

### 1. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

### 2. TERM.

2.1. Term. The Maintenance Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.

2.2. Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.

2.3. Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

### 3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS.

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

3.1. Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the support help desk (telephone or eService via the Designated Portal; and, access to any available Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted online or can be determined by contacting Customer's local Hexagon office.

3.2. Standard Support. Standard Support will include and be limited to the following:

3.2.1. All features of Advantage Support.

3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for

which Maintenance Services have been purchased, by way of posting notices of such to the “Support Notices and Announcements” section on the Designated Portal site , where available, or via direct notification by Hexagon. Updates are shipped to Customer upon Customer’s request logged in the Designated Portal site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer’s entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Products for which Customer has purchased an entitlement to Updates.

3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level One Defect, phone support is also available after-hours and on Hexagon-observed holidays.

3.4. Product Change Requests will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate Order between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update, including the change or modification is and shall remain the property of Hexagon.

## 4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER’S OBLIGATIONS.

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as “Customer Obligations”):

4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.

4.2. Hexagon Access and Customer Cooperation. Customer’s system and/or System Equipment must have input and output devices that enable the use of Hexagon’s diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer’s system via Secure Access Tool . Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon’s support help desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of five contact people who are each authorized to make use of the Maintenance Services (“Authorized Contacts”). Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact. Customer must ensure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon’s efficient response. Authorized Contacts must have successfully completed Hexagon product training, or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer will enter and/or log requests for assistance in such systems, and utilizing such forms, as Hexagon may designate from time to time.

## 5. EXCLUDED SOFTWARE SERVICES.

Services for the following are outside the scope of the Maintenance Contract and may be available under separate Order at an additional charge (collectively "Excluded Services"):

5.1. Installation of any Covered Product, Update, or interface software;
5.2. Network configuration;
5.3. Configuration or customization of Covered Products to Customer or other third party requirements (except as necessary to remedy a Defect);
5.4. System-level tuning and optimization and system administration support;
5.5. Training;
5.6. Services required because the Authorized Contact is not available or is not trained;
5.7. On-site services (unless waived by Hexagon, in its sole discretion);
5.8. Services required due to modifications of Covered Products by Customer;
5.9. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the Documentation provided with the Covered Products;
5.10. Services required due to failure of software or hardware that is not a Covered Product;
5.11. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software;
5.12. Services required due to software or portions thereof that were (i) incorrectly installed or configured (other than by Hexagon), (ii) used in an environment inconsistent with the support environment specified by Hexagon, and/or (iii) used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications;
5.13. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault;
5.14. Services required due to Customer's failure to fulfill the Customer Obligations; and/or
5.15. Services required due to faulty or incomplete Customer data.

## 6. COVERED THIRD PARTY PRODUCTS.

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third Party Software not listed in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

## 7. REQUIRED COVERAGE.

7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Maintenance Contract.
7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Maintenance Contract.

## 8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS.

8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Maintenance Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of Production use thereof, Hexagon may permit Customer to add them as

Covered Products, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.

8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least ninety (90) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Maintenance Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice after obtaining Customer's consent. Customer may not remove from the Maintenance Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its System(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

## 9. PAYMENT.

9.1. Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Software Products added during a Coverage Period shall be prorated to the remaining Months of the Coverage Period, in whole Month increments only, and such charges shall be due and payable in full upon receipt of invoice. Covered Third Party Products added during a Coverage Period are subject to Section 6 of these Maintenance Terms.

9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Maintenance Contract, (ii) under any other agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.

9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days after receipt of the invoice. Customer waives any right to dispute a charge or receive a credit for a charge for Maintenance Services that Customer does not report within such period.

## 10. CUSTOMER ACKNOWLEDGEMENTS.

During the Coverage Period, Customer commits to the following:

10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control.

10.2. Customer acknowledges and confirms that for all Covered Products supported under the Maintenance Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.

## 11. ADDITIONAL TERMS.

11.1. Pass-Through Third Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

11.2. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Maintenance Contract does not substantially comply with the limited warranties set forth in the Maintenance Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Maintenance Contract.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in the Maintenance Contract, but in no other respects and for no other purpose.

11.3. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Maintenance Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.

11.4. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.

END OF EXHIBIT B

**EXHIBIT B-1**

## Hexagon Safety, Infrastructure & Geospatial division
ADDENDUM to the Maintenance Terms and Conditions

This addendum ("Addendum") modifies the Maintenance Terms and Conditions between the Customer and Hexagon set forth at Exhibit B in the Master Terms. This Addendum addresses limited additional services that shall be provided within the Maintenance Contract. Except as expressly modified under this Addendum, the Maintenance Terms and Conditions shall continue to apply.

Notwithstanding the provisions set forth in Section 5 (Excluded Software Services) of the Maintenance Terms and Conditions, the following limited services are included within the scope of the Maintenance Terms and Conditions and will be available to be performed by Hexagon. Requests made hereunder to the Help Desk unrelated to resolution of a Defect shall be made by Customer in accordance with the with Maintenance Terms and Conditions and logged as a Level 4 Customer Service request.

1. For Covered Products, the Customer may request and Hexagon agrees to provide limited configuration services for Hexagon COTS software unrelated to resolving a Defect. Configuration requests that will be supported by Hexagon under a Maintenance Contract shall not extend beyond the original scope and Tasks provided in Order 1 (Implementation for OnCall Dispatch) and any other Orders made under the Master Agreement and shall be, generally, within the scope of standard working product functionality.

2. Hexagon agrees to assist Customer with application optimization and performance tuning for the Hexagon OnCall system only.

**EXHIBIT C**

# *PROJECT DELIVERABLE SIGN-OFF FORM*

CUSTOMER NAME, CUSTOMER CITY – PROJECT NAME

| | | | |
|---|---|---|---|
| Submission Date: | Month/Day/Year | Sign-Off Target Date: | Month/Day/year |
| Submitted By: | Hexagon Contact Name | Submitted To: | Customer Contact Name |
| Customer Contract #: | Customer Contract Number | Customer/Project #: | Hexagon Project Number |

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) Business Days after receipt of a written request from Hexagon, to either sign-off that the Task Acceptance Criteria has been satisfied or state in writing to Hexagon the reason the Task Acceptance Criteria has not been satisfied.

Sign-off of the Task shall be based solely upon satisfaction of the Task Acceptance Criteria stated in the Contract between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) Business Days after delivery then the Task will be deemed to have been accepted.

The signature below acknowledges that Task Acceptance Criteria described in the Statement of Work and listed above has been satisfied and the Task is accepted.

**Authorized Customer Representative**
**Customer Contact Name**

_____ _____

**SIGNATURE** **DATE**

END OF EXHIBIT C

# EXHIBIT D

## CLOUD PROGRAM CONDITIONS

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Order. Any additional terms in any Cloud Services Schedule(s) also apply.

### 1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

### 2. SCOPE OF CLOUD PROGRAM.

2.1 From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party) and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

### 3. CLOUD SERVICES AUTHORIZATION.

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions.

### 4. TERM, TERMINATION AND SUSPENSION.

4.1 The Cloud Program Order commences on the Effective Date of the Order and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Order and/or have Customer Data Offboarded.

4.2 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of an overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. Suspension of the Cloud Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.3 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in

writing by Hexagon, in the event Hexagon terminates a Cloud Program Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

**5. AVAILABILITY.** Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; unavailability arising from Customer exceeding Customer purchased Cloud Application capacity; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "**Exception(s)**").

**6. CRITICAL SERVICE LEVELS.** The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\textit{Hours of Cloud Program Availability for a given Month}}{\textit{Hours of Cloud Program Availability + downtime hours for such Month which are not related to an Exception}} \times 100$$

**7. SERVICE CREDITS.**

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below the purchased Service Level (a "**Service Incident**"), a "Return to Green Plan" shall be initiated for the Customer's Production Environment. Hexagon shall have: (i) the remainder of the Month in which the Customer notified Hexagon of the Service Incident by way of a Cloud Service Request, which notified Hexagon of the problem which resulted in the Service Operational Time falling below the applicable Service Level, *plus* (ii) one (1) additional Month (collectively, the "**Go Green Period**"), to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the applicable Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the applicable Cloud Services Schedule ("Green"); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited.

Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits. Notwithstanding anything herein to the contrary, in no event shall Service Credits for any given year during the Cloud Term exceed twenty percent (20%) of the amount of Cloud Program Fees payable by Customer to Hexagon pursuant to the Quote for the annual period in which the Service Credit accrued.

7.5 The Customer's exclusive remedy for not meeting the Critical Service Level specified in the applicable Cloud Services Schedule shall be the Service Credits as set forth in this Section.

## 8. CLOUD SERVICES SUPPORT.

8.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud Service Requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the Designated PortalWe, or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the Designated Portal . The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the Error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program, without notice if necessary, to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.

8.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via Secure Access Tool. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

8.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

8.8 Updates.

8.8.1 As part of Cloud Services Support, Customer is entitled to receive all Updates to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to Update Cloud Optional Services, which is not part of Cloud Services Support.

8.8.2 From time to time, Hexagon may notify Customer through the Designated Portal that Hexagon has developed an Update for the purchased Cloud Application(s) and intends to deploy said update, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the Update to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the Update, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update to Customer Cloud Environment for Production.

8.8.3 In the event Customer provides written notice to Hexagon, within the Testing Period, of a Material Adverse Effect as a result of Customer's testing of the Update in accordance with Section 8.8.2 above, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, if Hexagon reasonably finds that no Material Adverse Effect exists, Hexagon may deploy the Update to the Customer Cloud Environment for Production.

8.8.4 As it relates to implementing Updates for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via Secure Access Tool to implement the Update in conjunction with the updating of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to update the Cloud Program.

## 9. CUSTOMER RESPONSIBILITIES.

9.1 Customer shall be responsible for all activities that occur in Authorized Cloud Users' and Users' accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:

9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;

9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;

9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and

9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

9.2 Customer shall reasonably cooperate with Hexagon as it pertains to Planned Maintenance.

## 10. CLOUD SERVICE PROGRAM FEES.

10.1 Generally. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees.

10.2 Adjustment. It is the Customer's responsibility to monitor its usage of License Key(s) and/or Cloud Application capacity it has purchased. Hexagon may periodically review the Customer's usage of the Cloud Program to determine whether Customer's usage is consistent with the

quantity of License Key(s) and/or Cloud Application capacity purchased. If the usage shows the Customer has used more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the purchased quantity. If a Cloud Application is subject to capacity limitations (e.g. a limited number of transactions in a period), as expressly set forth in the applicable Cloud Services Schedule, the Cloud Application may be configured to cease or degrade some or all functions upon Customer reaching those capacity limitations and/or may be configured to permit additional usage for additional fees, all as and if described in the applicable Cloud Services Schedule(s).

## 11. TERMS OF PAYMENT.

The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key(s) is issued for any Cloud Environment, the annual Cloud Program Fee will be due and payable in full. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

## 12. ACCEPTABLE USE POLICY (AUP).

12.1 The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud_AUP-L.pdf. The Customer and any Authorized Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Primary Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.

12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

## 13. OWNERSHIP AND INTELLECTUAL PROPERTY.

13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software . Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as

expressly permitted by Hexagon (which permission may in some instances, subject to stated limitations, be contained in a Cloud Services Schedule with respect to a particular Cloud Application). Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they own IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other Intellectual Property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and Intellectual Property which shall remain the property of Hexagon or the respective third party that owns said format or Intellectual Property.

## 14 PERSONAL DATA.

14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

14.2 Unless Customer Specified Data Center(s) are included in the Cloud Services as identified in the Quote, Hexagon and its Third Party Service Provider shall have sole discretion of the location of the Data Center(s).

## 15 SECURITY & BREACH NOTIFICATION.

15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.

15.2 Hexagon Response to Security Incident. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Designated Portal, or otherwise. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

15.3 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:

15.3.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure; and

15.3.2 Develop, implement, and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

## 16 WARRANTIES, DISCLAIMER AND INDEMNITIES.

16.1 During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Services Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.

16.2 Hexagon does not warrant the Cloud Application(s) and Third Party Software accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 8 of the Cloud Program Conditions and Hexagon will respond as provided therein.

16.3 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer and its Affiliates any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).

16.4 Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under the Master Agreement) will meet the Customer's or any of its Affiliates' requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from the use of the Cloud Program.

16.5 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

## 17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.

If Customer's Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. The Affiliate, in accessing the Cloud Program (or any part thereof), and Customer, in permitting the Affiliate's access, each represent to Hexagon they have entered into an agreement by which Affiliate is permitted to use the Cloud Program and is bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

# EXHIBIT E

## SUBSCRIPTION TERMS AND CONDITIONS

These Subscription Terms and Conditions ("Subscription Terms") govern the licensing and support for the Subscription.

**1. DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary).

**2. SERVICES PROVIDED.**

2.1 Access. Subject to an Order and these Master Terms, including Exhibit A (End User License Agreement), Hexagon will make the Subscription Licenses available to Customer for Customer's use during the Subscription Term. Any renewal or extension of the Subscription Term shall be subject to such terms and product components as reflected in the applicable renewal or extension Quote issued by Hexagon (the "***Renewal Quote***"). Customer acknowledges and agrees that Customer shall compensate Hexagon for Customer's continued use of a Subscription after expiration or termination of a Subscription Term, at a rate equitably and proportionately calculated based upon the Renewal Quote and based upon the period of such extended use; *provided that* if no Renewal Quote is issued prior to expiration or termination of the Subscription Term, the initial Quote shall be substituted in the calculations set forth in this Section 2.1.

2.1.1 As it pertains to Metered Licenses, the Customer's right to use the Metered Licenses shall end upon the earlier of: (i) expiration of the Subscription Term, or (ii) Customer's use of its allotment of units of service as set forth in the Quote.

2.2 Maintenance and Support. During the applicable Subscription Term, Hexagon will provide maintenance services and support to the Customer for the Subscription Licenses in accordance with Exhibit B (Maintenance Terms and Conditions) of these Master Terms.

2.3 Services. These Subscription Terms only provide for the licensing and support of the Subscription. If the Customer desires for Hexagon to provide Services for implementation, configuration, training, or other work in relation to the Subscription, then Customer may contract with Hexagon pursuant to these Master Terms for Services.

**3. INVOICES.** Hexagon shall invoice Customer for the full amount set forth in the Quote upon delivery of or access having been provided for any of the Subscription Licenses identified in the Quote. To the extent the Quote includes multiple types of Subscription Licenses, Hexagon shall invoice the Customer when the first type of Subscription License is allowed to be invoiced as provided in this section.

**4. CUSTOMER OBLIGATIONS.**

4.1 Customer Control. Customer and its authorized Users of the Subscription shall at all times comply with Exhibit A (End User License Agreement). Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Customer to authorized Users pursuant to the Subscription, or by Hexagon on behalf of Customer. Upon the termination of employment of any authorized User, Customer will terminate that individual's login ID and password. Hexagon is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

4.2 Security. Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Hexagon IP by Customer, Customer's employees, consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer's behalf.

END OF EXHIBIT E

# EXHIBIT F

## COTS Training Program Terms

These terms and conditions ("COTS Training Program Terms") govern the provision of the Training Curricula by Hexagon to Customer under a Fixed Price Project Assignment. Any additional terms in a Training Program Statement also apply; and, notwithstanding the order of precedence stated in the Master Terms, but without otherwise modifying such order of precedence, any conflict between these COTS Training Program Terms and any applicable Training Program Statement shall be resolved in favor of the Training Program Statement.

### A. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

### 1. SCOPE OF TRAINING PROGRAM.

Hexagon will provide the Training Curricula specified in the Quote and purchased by Customer, in accordance with and subject to the provisions of these COTS Training Program Terms and the applicable Training Program Statement(s). The Training Program Statements(s) and Quote shall describe the duration and delivery method for the Training Curricula; provided that if no duration is otherwise stated for a Training Curricula delivered by online means, Customer shall cease use thereof twelve (12) months following the date the Order was placed for the Training Curricula.

### 2. FEES AND PAYMENT.

Unless otherwise expressly provided in applicable Training Program Statement(s) corresponding to the Order, fees for Training Curricula delivered by a live instruction method shall be invoiced as and when the Training Curricula is delivered; and fees for Training Curricula delivered by an online on-demand method shall be invoiced upon first delivery to Customer of the initial ability to access any portion of the Training Curricula.

### 3. SPECIFIC ONLINE TERMS.

4.1 Assignment of Credentials. For Training Curricula delivered by an online on-demand method, Customer acknowledges and agrees that: each specific student/user must be assigned individual credentials, thereby consuming one of the overall quantity of credentials available to Customer under the terms of the Order, and student/user credentials may not be shared or used by more than one student/user. Upon request, and subject to processing and any requirements of the Third Party Service Provider, credentials may be subject to reassignment to a new student/user and from a student/user no longer requiring access to the Training Curricula. The period of availability of an online on-demand Training Curricula shall not be extended due to delays in Customer's assignment of available credentials or in any reassignment of credentials.

4.2 Use Restrictions. Customer shall comply, and assure all students/users comply, with terms of use of the Training Curricula and the platform through which it is provided, including without limitation, each of the following: the platform and assets associated therewith shall never be used to perform unlawful activity or activity which interferes with networks, systems, or facilities associated with operation of the platform; the platform shall not be used to store, process, or publish threatening, disparaging, or offensive material, or material that constitutes Spam/E-Mail/Usenet abuse or to create a security risk or an infringement of privacy or IPR; the platform shall not be used for any activity intended to directly or indirectly circumvent security measures of the Third Party Service Provider or Hexagon; and, the platform shall be used solely within the use requirements of the Third Party Service Provider and solely for the purpose of consuming the Training Curricula.

## 4. OWNERSHIP AND INTELLECTUAL PROPERTY.

In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Training Curricula, and any other data and information provided as part of Training Curricula (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Training Curricula, to include without limitation the Third Party Service Provider's retention of intellectual property associated with the platform through which any online on-demand Training Curricula is provided. Customer and its Affiliates shall not attempt to decompile, disassemble, obtain any source code for, or record Training Curricula, in whole or in part. Customer, for itself and its Affiliates and their respective personnel accessing the Training Curricula, acknowledges and agrees the Training Curricula is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, record, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Training Curricula or any component thereof except as expressly permitted by Hexagon. The Customer acknowledges Hexagon shall retain sole custody and control of the underlying online Training Curricula and any documents and information displayed therein. Unless otherwise set forth in the Training Program Statement, Hexagon shall only provide electronic copies of any specified Documentation. Without Hexagon's express, written permission, Customer shall ensure student/user credentials issued to Customer are only assigned and/or used only by Customer's employees.

## 5. CUSTOMER OBLIGATIONS.

Customer shall at all times be responsible for administering and monitoring the use of Training Curricula by its students/users. Training Curricula shall be used solely for Customer's internal training purposes. Upon the termination of employment of any student/user, Customer will terminate that individual's access to Training Curricula. Customer shall be responsible for supplying all components necessary to supply of the Training Curricula not expressly specified in the Training Program Statement as a deliverable by Hexagon. Depending upon the nature and delivery method of the particular Training Curricula, components to be supplied by Customer may include, by way of example only, computers or software for use by students/users, internet connectivity, or training space at the Customer's site.

END OF EXHIBIT F

# EXHIBIT G

## COMMON TERMS GLOSSARY

**"Acceptable Use Policy (AUP)"** means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions).

**"Activity"** or **"Activities"** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

**"Affiliate"** means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly hold a controlling ownership interest. "Affiliates" means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Primary Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Primary Contracting Document for any intergovernmental agreements entered into after the Effective Date. "Control" for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.

**"Authorized Cloud User"** means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud Service Requests and Product Change Requests.

**"Auxiliary System License"** means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.

**"Beta Software"** means any version of Software Product prior to a generally available commercial release of such Software Product.

**"Business Day"** means any day other than a weekend or public holiday in the country listed on the Quote.

**"Business Hour"** means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer's location.

**"Catastrophic Event"** means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g., September 11th, hurricanes greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).

**"Change Order"** means a document executed or accepted in writing by both Parties that modifies the scope, price, milestones, and/or project schedule of an Order.

**"Client"** means a computing device connected to a Server.

**"Cloud Anniversary"** means the anniversary of the date on which Hexagon provided the License Key(s) to Customer.

**"Cloud Application(s)"** means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.

**"Cloud Consulting Services"** means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

**"Cloud Cutover"** means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.

**"Cloud Development Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in Production or for training purposes.

**"Cloud Environment"** means the collection of remote environments provided to Customer on which the Cloud Application(s) operates and that is supported by Hexagon.

**"Cloud Optional Services"** means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

**"Cloud Portal"** means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

**"Cloud Program"** means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software , and Cloud Optional Services provided pursuant to the Order Documents. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

**"Cloud Program Fees"** means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof). Cloud Program Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

**"Cloud Program Start Date"** means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

**"Cloud Service Request"** means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

**"Cloud Services"** means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s)), for Cloud Application(s), Cloud Optional Services, and Third Party Software and ordered by the Customer.

**"Cloud Services Schedule"** means a document(s) titled "Cloud Services Schedule" related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer. In the absence of Cloud Service Schedule(s) being included within the Order Documents, Cloud Services Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CSS-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

**"Cloud Services Support"** means the service specified as such in the Cloud Conditions through which Customer can report Cloud Service Requests and Product Change Requests.

**"Cloud Staging Environment"** or **"Cloud Testing Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

**"Cloud Term"** means the duration of a Cloud Program Order.

**"Confidential Information"** means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with

the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Primary Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; (iv) was within the Receiving Party's possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the Disclosing Party as not being confidential.

**"Core"** means a physical processor on a computer Server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given Server may have multiple CPU sockets that may each contain multiple Cores.

**"COTS"** means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.

**"COTS Documentation"** means commercial off the shelf Documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.

**"Coverage Period"** means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

**"Coverage Period Anniversary"** means the anniversary of the date on which the Coverage Period commenced.

**"Covered Products"** means collectively, Covered Software Product(s) and Covered Third Party Products.

**"Covered Software Product(s)"** means Software Product(s) and Developer Tools identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

**"Covered Third Party Products"** means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Third Party Software or any Cloud Program.

**"Credentials"** means the unique log-in identifier by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

**"Customer"** means the non-Hexagon party to the Primary Contracting Document.

**"Customer Cloud Administration"** means providing User's access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

**"Customer Cloud Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. A Customer Cloud Environment consists of a Cloud Development Environment and Production Environment.

**"Customer Data"** means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not particular to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, DevTools, Content, Equipment and

Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

**"Customer Data Rights"** means: (i) the right to use Customer Data that contains Customer's Confidential Information to perform Hexagon's obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer's Confidential Information to perform Hexagon's obligations and other business purposes for which the information may be disclosed to third parties; and (iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

**"Customer Specified Data Center"** means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

**"Customized Software"** means those Services Deliverables that are software or computer code, whether in source code or object code.

**"Cutover"** means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

**"Data Center(s)"** means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider.

**"Defect"** means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product or Cloud Application, assuming proper usage of the Software Product or Cloud Application in its required operating environment. Defects are further classified into four levels as follows with the corresponding response target:

| Level | Impact of Defect | Response Target |
|---|---|---|
| ▸ Level One | *No workaround available and either:*<br>▸ *Productive use prohibited, or*<br>▸ *Aborts.* | Immediate or within 30 minutes of notification |
| ▸ Level Two | *No workaround available and either:*<br>▸ Primary purpose compromised, or<br>▸ Productive use significantly impacted | Immediate or within 30 minutes of notification |
| ▸ Level Three | ▸ Productive, but incomplete operation<br>Level Three Defects generally have a workaround or do not otherwise substantially impair productive use. | M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours |
| ▸ Level Four | ▸ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use | M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours |

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

**"Deliverable(s)"** means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

**"Designated Portal**" means the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s).

**"Developer Tools" or "DevTools"** means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.

**"Developer Tools Schedule" or "DevTools Schedule"** means a document relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools. In the absence of DevTools Schedule(s) being included within the Order Documents, DevTools Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/DT-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

**"Documentation"** means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the Designated Portal. Not all of the types of Software Products or Cloud Applications are provided with Documentation or with similar Documentation.

**"Effective Date"** means the date and time the last Party is on notice that all Parties have accepted the Primary Contracting Document.

**"Emergency Maintenance"** means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

**"Equipment"** means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.

"**E/C" or "Equipment/Content"** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term "E/C" excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.

**"E/C Schedule"** means a document relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions. In the absence of E/C Schedule(s) being included within the Order Documents, E/C Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/EC-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

**"Error"** means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for "Defect."

**"EULA**" means the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

**"Exchanged Product"** means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

**"Fixed Price Project Assignment"** means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

**"Hexagon"** means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, "Hexagon" means Intergraph Corporation.

**"Hexagon IP"** means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at www.intergraph.com/patents and/or www.uspto.gov.

**"Intellectual Property"** or **"IPR"** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

**"Lapse"** means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

**"License Key(s)"** means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

**"Local Environment"** means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

**"Local Software"** means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

**"Maintenance Contract"** means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

**"Maintenance Services"** means only those services described in the document titled "Maintenance Terms and Conditions for Software" provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

**"Material Adverse Effect"** means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose; or (ii) making the Cloud Program materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

**"Metered License"** means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word "Metered" in the Software Product name and/or have the letters "MTR" at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its definition.

**"Minimal Operations Levels"** means operation of a Software Product without a Level One Defect.

**"Modern Release"** means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer's first use thereof in Production.

**"Month"** means, unless otherwise stated in the applicable provision, a calendar month.

**"Network Requirements"** means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

**“Offboarding”** or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

**“Onboarding”** or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.

**“Onsite Fee”** means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with an Order and lasting no more than five (5) consecutive days).

**“Order”** means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.

**“Order Documents”** shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.

**“Perpetual License”** means a type of license for Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters ”SU,” ”UB,” “CLD,” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.

**“Personal Data”** means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.

**“Planned Maintenance”** means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

**“Primary Contracting Document”** means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common Terms Glossary is an exhibit or attachment.

**“Product Change Request”** means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

**“Product Order”** means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.

**“Product(s)”** means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.

**“Production”** means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.

**“Production Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

**“Production System License”** means the license(s) of Software Product provided to User for general production use.

**“Product-Specific Terms”** modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later

Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.

**"Purchase Order"** or **"PO"** means a document issued by Customer to Hexagon to authorize the delivery of certain Product(s), Services, Deliverables, or Cloud Programs.

**"Quote"** means a document issued by Hexagon reflecting Product(s), Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer's name and location, and any applicable Schedule(s). To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

**"Replaced Product"** means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

"**Schedule"** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).

"**Secure Access Tool**" is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

**"Security Incident"** means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon's control. Examples of Security Incidents include: (i) security breaches to Hexagon's network perimeter or to internal applications resulting in compromise of Customer Data; (ii) severe degradation of, Hexagon's security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

**"Server"** means a computer or computer program which manages access by Clients to a centralized resource or service in a network.

**"Server-based Software Product"** means Server-based software that is accessed by one or more Clients.

**"Services"** means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).

**"Services Deliverable"** means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to an Order. Cloud Programs are not Services Deliverables.

**"Software"** means the software and DevTools owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not "Software" as that term is used herein.

**"Software Product"** means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, third party components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media. Software Product shall not mean any Third Party Software. For the avoidance of doubt, Cloud Programs and their contents are not "Software Products" as that term is used herein. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.

**"SOW"** means a statement of work setting forth the scope of Services being provided pursuant to an Order.

**"Special Purpose Item"** means an item identified in Order Documents as due to be delivered by Hexagon, which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

**"Special Purpose Schedule"** means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item. In the absence of Special Purpose Schedule(s) being included within the Order Documents, Special Purpose Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/SPS-LLP.pdf.

**"Subscription"** means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

**"Subscription License"** means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

**"Subscription Term"** means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

**"Subsystem"** means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("I/CAD" or "OnCall Dispatch"), records management system ("RMS" or "OnCall Records"), and G/Technology (G/Tech) are each an example of a Subsystem.

**"System"** means a physical or operational location where the Software resides and operates on an individual Server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

**"System Equipment"** means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN's; operating system software; database software; and other third party software.

**"Task"** means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

**"Task Acceptance"** means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

**"Task Acceptance Criteria"** means the criteria by which a Task will be evaluated for completion as described in an SOW.

**"Task Acceptance Process"** means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) Business Days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) Business Days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into Production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

**"Term"** means the duration of performance under the contract into which this Common Terms Glossary is incorporated by reference.

**"Third Party Service Provider"** means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service to Customer (if applicable) on behalf of Hexagon.

**"Third Party Software"** means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not

include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the Third Party Terms. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

**"Third Party Terms"** means for certain Third Party Software additional terms and conditions provided with the Order Documents and/or cited in the Use Terms, or otherwise made available to the Customer or any User.

**"Time and Materials Project Assignment"** means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.

**"Training Curricula"** means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.

**"Training Program Statement"** means document(s) titled "Training Program Statement" containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that "Training Program Statement" may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer. In the absence of Training Program Statement(s) being included within the Order Documents, Training Program Statements may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/TPS-LLP.pdf, which Training Program Statements are incorporated into the Order as if fully set forth therein.

**"Update"** means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

**"User"** means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, or Cloud Optional Services on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number of licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

**"Use Terms"** means the Hexagon Product Usage Policy and Product Specific Terms accessible from https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP_08-2019.pdf which are incorporated herein. For purposes of clarity, the Use Terms corresponding to the date of the Order shall apply to that specific Order and the Software provided thereunder.

**"Version Limitation I"** is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer's first operation of such Modern Release in a live Production environment.

**"Version Limitation II"** is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer's first operation of such Modern Release in a live Production environment.

**“Version Limitations”** means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

**“Virus”** means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

**“Work”** means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

**“XML Files”** means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

**“XSL Stylesheets”** means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT G

## ATTACHMENT B

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| INTERGRAPH CORPORATION<br>Name of Subrecipient / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
| TIFFANY TAYLOR<br>Name of Certifying Official (Type or Print)<br>FINANCE DIRECTOR<br>Title of Certifying Official (Type or Print) | Signature<br>Date (Type or Print) |

# City of Spokane, WA

# Statement of Work

# for

# HxGN OnCall Dispatch

# Cloud Hosted Implementation

PRESENTED BY:

Andrew Sayko
West Coast Sales Director
Hexagon Safety, Infrastructure & Geospatial division
305 Intergraph Way
Madison, AL 35758 USA

## March 25, 2026

HEXAGON

# Table of Contents


**1. Introduction ..... 6**
**2. Purpose ..... 6**
**3. Project Outline ..... 7**
**4. Cloud Program Functionality & Support ..... 7**
**5. Project Governance ..... 8**
**6. Customer Core Team(s) ..... 9**
Core Team Roles and Responsibilities ..... 9
Dispatch Core Team ..... 9
Mobile Core Team ..... 10
**7. Project Assumptions ..... 11**
**8. Project Tasks ..... 14**
Project Initiation ..... 14
Phase 1 - Initial Operating Capability (IOC) ..... 15
Planning ..... 15
1. Project Kickoff Meeting ..... 15
2. Detailed Process & Workflow Analysis Workshop ..... 18
3. OnCall Dispatch Data Discovery Workshop ..... 20
4. COTS Interface Questionnaire Completion ..... 22
5. OnCall Dispatch GIS Requirements Review – Web Conference ..... 24
6. OnCall Cloud Environment Creation ..... 25
7. IOC Completion ..... 26
Phase 1 - OnCall Dispatch Final Operating Capability (FOC) ..... 28
CAD Staging ..... 28
8. On Premise Local Software Server Installation and Configuration ..... 28
9. VPN Connectivity to Cloud Program ..... 30
10. Phase 1 COTS Interface Product Installation and Configuration ..... 31
11. Phase 1 CommSys ConnectCIC Installation ..... 33
CAD Design ..... 35
12. OnCall Dispatch Functional Design Document Write-Up ..... 35
13. OnCall Dispatch Functional Design Document Review Session ..... 37

14. OnCall Dispatch Functional Design Document Finalization and Acceptance ..... 39
15. Test Plan and Test Cases Development ..... 41
16. OnCall Dispatch GIS Consulting ..... 42
17. OnCall Dispatch System Data Load ..... 43
CAD Configuration ..... 45
18. OnCall Dispatch Initial Configuration ..... 45
19. OnCall Dispatch Configuration Presentation & Workflow Review Workshop ..... 47
20. OnCall Dispatch Final Configuration ..... 49
21. OnCall Dispatch | Mobile Unit Initial Configuration – Law ..... 51
22. OnCall Dispatch | Mobile Unit Configuration Presentation & Workflow Review ..... 52
23. OnCall Dispatch | Mobile Unit Final Configuration ..... 54
24. OnCall Dispatch | Mobile Responder Initial Configuration – Law ..... 56
25. OnCall Dispatch | Mobile Responder Configuration Presentation & Workflow Review ..... 57
26. OnCall Dispatch | Mobile Responder Final Configuration ..... 59
27. OnCall Dispatch Fundamentals for Core Team ..... 61
28. Phase 1 Standard Interface Product Installation and Configuration 63
CAD Testing ..... 64
29. Customer Functional Testing ..... 64
CAD Training ..... 66
30. Initial Hexagon-Led Training ..... 66
31. Replicate CAD Cloud Environment ..... 68
CAD Cutover ..... 69
32. CAD Phase 1 Cloud Cutover Plan ..... 69
33. CAD Phase 1 Cloud Program Readiness Review ..... 70
34. CAD Phase 1 Cloud Cutover to Production Use ..... 71
35. CAD Phase 1 Post-Cutover Support (Week 2 and 3) ..... 73
Phase 2 ..... 74
36. CommSys ConnectCIC Surrounding States Data Mining ..... 74
37. Configure Phase 2 Additional Transactions Access for CommSys ConnectCIC ..... 75

38. Custom Interface Requirements Gathering ..... 79
39. Custom Interface Development ..... 81
40. Custom Interface Product Installation and Configuration ..... 82
41. Phase 2 COTS Interface Product Installation and Configuration ... 83
42. Phase 2 Standard Interface Product Installation and Configuration 85
43. CAD to CAD to SREC Installation and Configuration ..... 87
44. CAD Reassessment ..... 88
45. OnCall Dispatch | Smart Advisor Workshop 1 ..... 90
46. OnCall Dispatch Offline Installation and Configuration ..... 91
47. OnCall Analytics Cloud Environment Creation ..... 93
48. OnCall Analytics | Dispatch Training ..... 94
49. Phase 2 Hexagon-Led Training ..... 96
50. CAD Phase 2 Cloud Cutover Plan ..... 97
51. CAD Phase 2 Cloud Program Readiness Review ..... 98
52. CAD Phase 2 Cloud Cutover to Production Use ..... 99
53. OnCall Dispatch | Smart Advisor Workshop 2 ..... 100

**Attachment A – Pricing Summary ..... 101**

Pricing Assumptions ..... 102
Bill of Materials ..... 103

**Attachment B – Payment Schedule ..... 106**

Cloud Program Fees ..... 106

**Attachment C – Initial Project Schedule ..... 107**

**Attachment D – Training Curriculum ..... 112**

**HxGN OnCall Dispatch | Advantage System Administrator Training (Qty: 1)** . 112
**HxGN OnCall Dispatch | Advantage Train-the-Trainer (Qty: 2)** ..... 113
**HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)** ..... 114
**Mobile Responder Train-the-Trainer (Qty: 1)** ..... 115

**Attachment E – OnCall Cloud Specifications ..... 116**

**Attachment F – System Configuration Diagram ..... 117**

**Attachment G – CAD/Mobile Functional Specifications Matrix ..... 118**

**Attachment H – Interface Descriptions ..... 119**

**Phase 1 COTS Interfaces** ..... 119

ANI/ALI Interface ..... 119
HxGN OnCall Dispatch | Informer ..... 120
HxGN OnCall Dispatch | Notifications ..... 121
HxGN OnCall Dispatch | Fire Link ..... 122
HxGN OnCall Dispatch | CAD Link ..... 123
HxGN OnCall Dispatch | Geocoding ..... 124
**Phase 2 COTS Interfaces** ..... 125
HxGN OnCall Dispatch | ProQA Interface ..... 125
HxGN OnCall Dispatch | Tracker ..... 126
HxGN OnCall Dispatch | PTT ..... 128
HxGN OnCall Dispatch | CAD Link ..... 129
**Phase 1 Standard Interfaces** ..... 131
CAD to CAD OnCall Dispatch Interface ..... 131
RapidSOS OnCall Call-Taker Interface ..... 131
Fire Station Alerting OnCall Interface ..... 131
Dispatch Alerts OnCall Interface ..... 132
Body Worn Camera OnCall Interface ..... 132
**Phase 2 Standard Interfaces** ..... 132
CAD to CAD OnCall Dispatch Interface ..... 132
External Alarms OnCall Dispatch Interface ..... 133
Dispatch Alerts OnCall Interface ..... 134
PLT Radio OnCall Interface ..... 135
**Custom Interfaces** ..... 135
Query Axon RMS ..... 135
NG911 (Carbyne) ..... 136
Consulting Services ..... 136
Exacom ..... 136
**Attachment J – Glossary of Terms ..... 137**
**Attachment K – GIS Requirements for OnCall Dispatch ..... 140**
**Attachment L – Cloud Service Schedules ..... 142**
**Attachment M – Regional Provisions ..... 144**
**Attachment M-1 – CJIS Security Addendum ..... 145**

# 1. Introduction

This Statement of Work, including the attachments hereto, provided by Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon") to the City of Spokane, WA ("Customer") describes the Cloud Consulting Services provided by Hexagon in connection with the initial implementation of the Dispatch Cloud Program during Phase 1. Hexagon will provide the Cloud Consulting Services to facilitate implementation of the Dispatch Cloud Program as expressly set forth in this SOW (the "Project") in exchange for payment of the amount set forth in the Quote (which is included as Attachment A). Except as otherwise provided herein, capitalized terms shall have the meaning set forth in the Agreement and Attachment J (Glossary of Terms) hereto.

The formation of the Order described in this SOW is expressly conditioned upon its acceptance by both Parties, as reflected in the Agreement.

The Software provided by Hexagon will be the HxGN OnCall Dispatch Advantage Subsystem, including the OnCall Mobile Unit and OnCall Mobile Responder Cloud Applications ("HxGN OnCall Dispatch System" or "OnCall Dispatch" or "Dispatch Cloud Program").

# 2. Purpose

The SOW for Phase 1 describes the Cloud Consulting Services for the Dispatch Cloud Program. It documents: Project implementation requirements, Cloud Application and Local Software functionality, the Activities and Tasks comprising the Project, the timeframe for completion of Activities and Tasks, the responsibilities for each Party, and the Task Acceptance Criteria.

The SOW includes and incorporates the following Attachments:

- Attachment A – Pricing Summary
- Attachment B – Payment Schedule
- Attachment C – Initial Project Schedule
- Attachment D – Training Curriculum
- Attachment E – OnCall Cloud Specifications
- Attachment F – System Configuration Diagram
- Attachment G – CAD/Mobile Functional Specifications Matrix
- Attachment H – Interface Descriptions
- Attachment I – Intentionally Removed
- Attachment J – Glossary of Terms
- Attachment K – GIS Requirements for OnCall Dispatch
- Attachment L – Cloud Service Schedules
- Attachment M – Regional Provisions
    - Attachment M-1 – CJIS Security Addendum

The remainder of this section details Project assumptions that impact the Project cost, schedule and scope, Project team composition, and Project management responsibilities.

Each Task identified in this SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites, Task Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation Tasks and timelines will follow the Project Schedule, unless otherwise noted.

# 3. Project Outline

The Project consists of two (2) phases: Initial Operating Capability ("IOC") and Final Operating Capability ("FOC"). During IOC, Hexagon will create the Dispatch cloud environment. For the Project to be successful, it is imperative the Customer timely perform its Activities. IOC Completion also marks the Cloud Program Start Date for the Dispatch Cloud Program.

For CAD, there are two phases: Phase 1 and Phase 2. During Phase 1, Hexagon will implement a limited system based upon the FDD. The Phase 1 CAD Subsystem shall only include Phase 1 Interfaces (as defined in subsequent Task) and will have only training and testing oriented to the FDD.

Following the completion of IOC, Phase 1 will entail limited configuration and work flows, specified interface development, functional testing of the Cloud Applications in accordance with the Benchmark Criteria ("Functional Testing"), training, and deployment Activities. Phase 2 will entail additional configuration, workflows and interfaces.

The Customer has requested Hexagon deviate from its typical implementation methodology to accommodate Customer's desired timeline related to the CAD Subsystem as outlined above. Hexagon acknowledges the Customer's request and has provided an alternate methodology based upon the Customer request. The Customer acknowledges it wants this different implementation approach and understands Hexagon has not executed such approach before. The Customer accepts the risks associated with its request for a different methodology, including that delays may occur or that some features and functionality may be available only after the Phase 1 Cutover.

# 4. Cloud Program Functionality & Support

As part of the Cloud Program, Hexagon shall provide Credentials/License Keys to the COTS Cloud Applications identified in the Quote. The Customer desires to implement the Dispatch Cloud Program in multiple phases such that the Dispatch Cloud Program would be further configured in future phases. During Phase 1, the Dispatch Cloud Program will be provided in its COTS state and with limited configurations. As such, the Customer acknowledges, the Cloud Program may not have all the configurations, features, and functionality during Phase 1 and that the absence of such functionalities, configurations, and capabilities shall not preclude Customer from progressing to Cutover or allow for Customer conditioning Cutover upon the inclusion of such configurations, functionalities, or capabilities. The Specifications reflect all of the functionality Hexagon is obligated to provide in the Dispatch Cloud Program for both Phase 1 and Phase 2 provided that any functionality not available during Phase 1 may be made available in future phases and not be a requirement for Cutover. Errors identified during testing are addressed in accordance with the terms related to Cloud Services Support except where Hexagon advises such Blocker Error(s) are to be addressed in a future phase. Permissive Errors are not required to be resolved prior to Cloud Cutover. This scope does not include any Product Change Requests. During the early stages of the Project, Hexagon and the Customer will engage in workshops to document the workflows, configurations, and functionalities to be implemented in ensuing Tasks ("Documented Capabilities"). The Documented Capabilities are intended to reflect the Customer's current ways in which it uses a computer aided dispatch system and subject to the Software Requirements. For OnCall Dispatch, the Documented Capabilities will be reflected in a document titled Functional Design Document. In no event shall the Documented Capabilities include additional functionalities beyond those set forth in

the Software Requirements, exceed the scope of the Software Requirements, or expand the requirements for the functionalities that are otherwise set forth in the Software Requirements. As part of Phase 1 of the CAD implementation, the FDD will be the exclusive benchmark for evaluating the CAD Subsystem.

As part of the Dispatch Cloud Program, the Customer will have access to various Cloud Environments: Production, Development, and Staging. This Project contemplates most Activities occurring in the Production Environment. After the Dispatch Cloud Program has completed Functional Testing and prior to Cloud Cutover, Hexagon will replicate the Production Environment to the Development Environment and Staging Environment.

The issuance of the Credentials/License Keys for the Dispatch Cloud Program signifies the occurrence of the Cloud Program Start Date. Consequently, Cloud Services Support will also begin at that time. The Customer is responsible for performing its Cloud Services Support obligations as reflected in the Master Terms for the duration of FOC and the remainder of the Cloud Term, as may be extended.

# 5. Project Governance

Hexagon will assign a Project Manager at the beginning of the Project to act as the primary point of contact at Hexagon for the Customer and provide general oversight and guidance for the Hexagon Project team throughout Project.

To ensure successful delivery of the Project in accordance with the schedule, regular communications and an escalation path are necessary. Typically, all formal communications will occur between the Hexagon Project Manager and the Customer Project Manager. Generally, each Party's Project Manager will have, at minimum, a bi-weekly status conference with one another. On a monthly basis, Hexagon will provide a status report reflecting completed Activities, upcoming Activities, at-risk Activities, other pertinent matters affecting the Project, and, as necessary, an updated Project Schedule. The Customer may propose revisions to the status report and its attachments, but it must do so within five (5) Business Days, otherwise it is final and accepted by the parties.

Finally, on a quarterly basis, or more frequently if deemed necessary by the Parties, the Department Sponsor for Customer, a Hexagon Director or Vice President responsible for operations, and the Customer's Project Managers shall hold a remote executive review meeting to discuss the status of the Project and particular challenges impacting the Project. The two senior officials for both parties shall also serve as the escalation point for disputes arising between the Project Managers.

Projects of this nature involve both Parties performing a variety of Tasks that are dependent upon one another. With that type of relationship and the number of Tasks involved, from time-to-time delays may occur. The Hexagon Project Manager and Customer Project Manager will address and take actions to mitigate such delays, to the extent reasonably possible.

Tasks will be accepted in accordance with the Task Acceptance Process as defined in the Agreement.

The Hexagon Project Manager will manage the Project Schedule and provide copies of it to the Customer as updated. From time to time and outside of the status report process described above, the Project Managers may find an adjustment to the Project Schedule is necessary. If the adjustment is mutually agreeable, the Hexagon Project Manager shall update the Project Schedule and it will become the then current Project Schedule, superseding all prior Project Schedules. The Parties acknowledge that potentially material adjustments to the Project Schedule may need to be addressed through a Change Order due to its impact on other aspects of the Order. Unless otherwise noted between the Project Managers, all Tasks reflected in this SOW are regarded as having completed the Task Acceptance

Process upon Cutover or commencement of a Task for which the earlier Task was a prerequisite as noted within the SOW and/or Project Schedule.

Any provisions particular to Customer's country are specified in Attachment M – Regional Provisions, which shall supersede any conflicting provisions provided in this SOW.

# 6. Customer Core Team(s)

The Customer shall provide qualified resources to staff the Core Team (described below) to facilitate a successful implementation of OnCall. The Core Team consists of a Customer program manager who is responsible for the Customer's PSAP program activities, an overall Customer project manager who is responsible for the day-to-day coordination of Customer's Project Activities and personnel divided amongst smaller discipline-oriented groups with particular roles and responsibilities appropriate to the discipline. Those subdivided groups are denoted with suggested team member resources below.

## Core Team Roles and Responsibilities

### Dispatch Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the Public Safety Access Point ("PSAP") user group(s) regarding configuration and use of the OnCall Dispatch solution. The "Dispatch Core Team" should consist of, at a minimum, the following resources with the corresponding qualifications:

- **9-1-1 Call-Taker** – This person intimately understands the process by which emergency calls for service are answered, triaged, created in the current CAD, and sent for dispatch.
- **Law Discipline Radio Dispatcher** – This person intimately understands the structure of the dispatch center, the law enforcement agencies for which it dispatches, and the methods in which dispatching occurs.
- **Fire Discipline Radio Dispatcher** - This person intimately understands the structure of the PSAP, the fire/EMS agencies for which it dispatches, and the methods in which dispatching occurs.
- **Operations Manager/Supervisor** – This person intimately understands the structure of the PSAP and methods for staff supervision, training, and QA/QC.
- **Spokane International Airport Representative**
- **System Administrator (Operational)** – This person is responsible for the operational administration of the OnCall Dispatch system. Managing things like user accounts, permissions, parameter settings, user interface layouts, units, event types, etc.
- **Decision Making Team (Operational)** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch is serving pertaining to the configuration of OnCall. The Spokane Decision Making team will be comprised of:
    - PSAP Director
    - Fire Representative
    - Law Representative

The ideal size of the Dispatch Core Team is six (6) members. Under no circumstances shall the Dispatch Core Team be larger than twelve (12) members.

## Mobile Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the field operations user group(s) regarding configuration and use of the OnCall Dispatch mobile solution (OnCall Mobile) including OnCall Dispatch Mobile Responder. The “Mobile Core Team” should consist of, at a minimum, the following resources with the corresponding qualifications:

- **Patrol (2)** – These people are active members of the patrol / operational division of the agency. They are tasked with responding to calls for service, field-initiated activities like traffic stops or inspections, and other duties in patrol / operations. These people should not be technology averse. They should embrace the use of technology and seek to find ways to leverage it to their benefit in their daily duties.
- **Patrol Supervisor**– This person is an active member of the patrol / operational division of the agency and responsible for the day-to-day supervision of a group of patrol members or of a specific station. This person is typically a rank of Sergeant or above in law enforcement, although actual rank structure in agencies may vary.
- **Investigations / Detective**– This person is an active member of the investigations division and has primary responsibility for long-term case work or other investigations.
- **Spokane International Airport Representative**
- **Decision Making Team** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch Mobile Unit or Mobile Responder is serving pertaining to the configuration of OnCall Dispatch mobile products. The Spokane Decision Making team will be comprised of:
    - PSAP Director
    - Fire Representative
    - Law Representative

The ideal size of the Mobile Core Team is six (6) members. Under no circumstances shall the Mobile Core Team be larger than twelve (12) members.

# 7. Project Assumptions

The following list of assumptions and Customer responsibilities reflect Hexagon's understanding of the Project. Changes in any of the assumptions and Customer responsibilities will affect the scope, Project Schedule, and/or cost of the Project.

### Agreement and Schedule Assumptions

- This Cloud Consulting Services Order and the Cloud Program Order have been executed by the Customer, accepted by Hexagon, and the Customer has provided a notice to proceed or written confirmation only the execution of the Orders is necessary to bind the Customer.
- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the Services to be performed.
- The Customer shall perform its assigned responsibilities as identified within the Initial Project Schedule (Attachment C) and the resulting Project Schedule in the time allotted. If the Customer does not reasonably comply with the Project Schedule, Hexagon is permitted with written notice to suspend its performance on this Project and redeploy its resources on other active projects until the parties determine a mutually agreed upon date to re-start the Project and memorialize any changed circumstances in a Change Order.
- Hexagon will have timely access to the Core Team and other Customer Project staff in accordance with the Project Schedule. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project
- Customer shall assign personnel to the Core Team and ensure they are actively engaged in the Project.
- Any work and effort ascribed to Hexagon in a given Task is confined to that specific Task and may not be used for or applied to any other Task.
- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours.
- Any Service Request that is set to "NEED MORE INFO" or "RE-TEST" will be automatically closed after ten (10) Business Days if the Customer does not update the SR to promote focus on pressing issues. If the SR is closed and the underlying issue continues, the Customer may re-open the SR.
- Any workshop having a duration of three (3) Business Days or less shall begin no earlier than Tuesday of the week of that workshop and will conclude that same week.
- The Customer shall provide Hexagon with access to all data, documents, plans, reports, diagrams, and analyses reasonably related to the Project or otherwise necessary to facilitate Hexagon's performance of its Activities.
- Unless expressly stated in this SOW, all Documentation, if any, provided by Hexagon under this SOW will be COTS Documentation, and the Documentation will not be customized. All Documentation delivered will be in Hexagon-approved format. Changes to Hexagon-format to accommodate specific Customer requests may be done at Hexagon's discretion and at an additional cost.
- Unless Hexagon and Customer mutually agree otherwise, all Documentation provided by Hexagon will only be provided in electronic format.
- Unless otherwise stated in the Task, all Tasks will be conducted remotely.

- All Hexagon personnel performing remote tasks which require unescorted access will be identified and properly vetted prior to commencement of those remote Activities.
- If the title of a Task includes the name of a Subsystem (e.g., OnCall Dispatch), that Task shall be construed as pertaining only to that Subsystem unless expressly stated otherwise.

### Hardware and Software Assumptions

- All Software will be electronically delivered; Cloud Programs will remain in the Cloud Environment.
- Local Software, if any, will be electronically delivered to the Local Environment.
- The Customer shall provide access to its Local Environment to Hexagon for the duration of the Project.
- No Local Software will be delivered during the IOC Phase.
- The Customer shall purchase, install, and test all physical client hardware comprising the Local Environment.
- The Customer will ensure its hardware, operating system software, and other third-party products/environments conform with Attachment E: OnCall Dispatch Specifications and Attachment F: System Configuration Diagram. Deviations from Attachments E and F will not be considered due to the critical nature of the software supported by these systems.
- Hexagon and the Customer will verify the final system hardware configuration to ensure conformance with Attachment F: System Configuration Diagram and Attachment E: OnCall Dispatch Specifications.
- Customer shall purchase all applicable operating systems and software in the Local Environment, including, but not limited to, client workstations, and ensure such operating systems and software meet the minimum requirements as defined in Attachment E Cloud Application System Requirements.
- Customer shall purchase, install, configure, and administer its Network Infrastructure, including, but not limited to, its WAN/LAN and wireless infrastructure. Customer's wireless infrastructure shall meet minimum bandwidth requirements as stated in Attachments E and F.
- Customer shall be responsible for the wired and wireless connectivity between servers/clients and clients/clients and with the Cloud Applications.
- Customer shall be responsible for, and purchase and maintain if necessary, any hardware and/or third-party software necessary for implementing interfaces.
- Except as specified in this SOW, including Attachment A: Pricing Summary, Hexagon is not required to provide any additional Software customizations, custom forms, forms modifications, third-party software, custom interfaces, or custom reports.
- To the extent the Customer desires to use the Dispatch Cloud Program or other deliverables provided herein in a manner or in combination with software or hardware that is not certified or recommended by Hexagon, then the Customer shall be solely responsible for such use. Hexagon shall not be responsible for the correction of any Errors, reduced performance, compromised functionality, or other unintended consequences arising from such use. The Customer also shall not withhold acceptance of any Task or the Cloud Program due to such use.
- Customer has reviewed the SOW and acknowledges and agrees Software Requirements: (i) represents all the functionality required of the System; and (ii) is the only functionality that is required to be delivered under this SOW.

### System Access Assumptions

- The Cloud Program shall store data (in either transit or at rest) in the Cloud Environment, which is within Microsoft Azure Government Cloud. Customer is solely responsible for (i) assuring it is permitted by appropriate State agencies to transmit CJI and store data (in either transit or at rest) in the Cloud Environment and (ii) otherwise complying with and ensuring this Project and the Cloud Program to be provided does not violate applicable State CJIS policies.
- Depending upon the Customer's jurisdiction, additional security guidelines and assumptions are provided in Attachment M.
- Customer consents to Hexagon's inspection and use of Customer's data and systems, including, but not limited to, log files and databases, for the limited purpose of providing the Cloud Services and Cloud Consulting Services.
- In addition to tools provided by Microsoft Azure, SecureLink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on the Cloud Program, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original scope, price, and Project Schedule quoted for this Project, which in turn may require a Change Order to modify.
- As it pertains to the System (including Customer-provided hardware and Network Infrastructure being utilized for the Project), Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. The Customer shall provide Hexagon personnel individualized system access credentials and allow Hexagon authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project.
- Customer shall provide external VPN access while on-site to access various Hexagon resource libraries.
- After completion of this Project, Hexagon will VPN using SecureLink into the live System only at Customer's request and will follow Customer's required VPN access procedures.

### Third-Party Assumptions

- Customer shall schedule and coordinate third-party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests, and support the testing of interfaces, as required. Customer shall schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.
- Customer shall maintain, in good working order, all third-party systems which will integrate with Hexagon software or on which the Hexagon software depends as part of this Project except for the Third-Party Software included as part of the Cloud Program and provided thereunder.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.
- Customer shall be responsible for providing the requisite software licenses to its GIS software to implement it within the Cloud environment.
- Customer is responsible for ensuring its GIS software provider provides all information, support, and cooperation necessary to integrate the Customer's GIS platform with the Cloud Programs.
- Customer shall be exclusively responsible for administering, managing, configuring, provisioning, updating, and supporting its GIS platform utilized for the Cloud Programs.

# 8. Project Tasks

## Project Initiation

Prior to the Kickoff Meeting and after execution of this SOW or Order, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. For the Project to be successful, the following initial Activities must be performed before any Tasks occur:

- Customer shall order any on-premise hardware, operating system software, or other third-party software consistent with the requirements set forth in Attachments E and F.
- The Hexagon Project Manager will contact the Customer Project Manager. During this initial contact, the Hexagon Project Manager will:
    - Schedule the kickoff meeting;
    - Identify the Project Start date;
    - Create a detailed agenda describing the goals of the kickoff meeting;
    - Discuss any mitigating factors that could affect the Project (e.g., scheduling conflicts, communication factors, and other risk factors);
    - Schedule a conference call before the kickoff to go over the kickoff agenda;
    - Ensure both Hexagon and Customer have appropriate Subject Matter Experts available for kickoff; and
- Hexagon's Project Manager will prepare kickoff materials.
- Hexagon's Project Manager shall have updated the Initial Project Schedule and provide the draft Updated Initial Project Schedule and sent a copy to the Customer Project Manager for review prior to the Kickoff meeting.

# Phase 1 - Initial Operating Capability (IOC)

# Planning

## 1. Project Kickoff Meeting

### Task Description

The objective of this Task is to discuss and address questions regarding Project Assumptions, discuss the updated Initial Project Schedule and agree to it at the meeting or shortly thereafter, and all requirements are understood prior to beginning any significant work. A meeting for Project Kickoff will be held after the SOW has been fully executed. The Project Kickoff meeting will be scheduled by each party's Project Manager as part of Project Initiation Activities.

Prior to the Kickoff Meeting and after written acceptance of the Agreement, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. The Project Kickoff Meeting shall last no more than one (1) Business Day.

During this Task, the Parties shall confirm the updated Initial Project Schedule as updated by the Hexagon Project Manager. The resulting updated Initial Project Schedule shall be substantially similar in durations as that provided within Attachment C. Prior to the Project Kickoff Meeting Task, the Customer Project Manager shall have reviewed the updated Initial Project Schedule and be in a position to succinctly identify any needed changes understanding material extensions of the Initial Project Schedule may require additional Hexagon Services to be added via a Change Order. Once the list of changes has been made to the updated Initial Project Schedule by the Hexagon Project Manager, the Hexagon Project Manager will thereafter provide the Project Schedule to the Customer Project Manager. From time to time, the Parties' Project Managers may modify the Project Schedule upon mutual written consent or upon transmission of an updated Project Schedule to the Customer Project Manager as part of a status report and the Customer Project Manager offers no objection to the updated Project Schedule within five (5) Business Days thereafter.

At the Project Kickoff Meeting, the Customer shall provide: (i) contact information for all members of its Core Team and Executive/Departmental Sponsor, (ii) proposed alterations to the updated Initial Project Schedule, (iii) contact information for any third-party vendors which OnCall will integrate as contemplated in Attachment H, and (iv) identify to Hexagon any perceived concerns or risks with the Project. During the Project Kickoff Meeting, Hexagon shall provide template COTS Interface Questionnaires for Customer completion prior to required Tasks.

### Task Deliverables

- Kickoff meeting agenda
- Project Schedule
- Kickoff meeting minutes, to include identified risks and action items
- COTS Interface Questionnaire
- Dynamo e-learning licenses

### Task Prerequisites

- Agreement executed by both Customer and Hexagon.
- Hexagon Project Manager has verbally communicated with the Customer to (i) identify the Project Start date and (ii) coordinate a date for the Project Kickoff Meeting.
- Customer has assigned a Customer Project Manager.

- The Core Team has reviewed this SOW.

### Task Assumptions

- The Hexagon Project Manager will conduct the kickoff.
- This task will be conducted on site.
- Some members of the Hexagon Project Team may participate remotely.
- The Dynamo e-learning subscription commences during this Task and lasts for a duration of twelve (12) months from the date issued.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the Project organization, roles, and responsibilities with the Customer;
- Conduct an overview of the Project including a review of the SOW to verify all aspects of the Project approach;
- Review the draft Updated Initial Project Schedule and adjust the Updated Initial Project Schedule as needed and mutually agree upon it with Customer;
- Work with Customer to identify and document any potential Project risks;
- Provide meeting minutes that document risks and action items that affect the Project Schedule, resources, and/or the SOW;
- Inform the Customer of VPN requirements for Project implementation and continued System maintenance;
- Review of delivery methodology;
- Provide the Dynamo e-learning licenses for use by the Customer Core Team;
- Establish status reporting requirements; and
- Provide overview of Standard Interfaces being delivered as part of the Project as identified in Attachment H.

### Customer Team Participation and Responsibilities

Customer shall:

- Review the SOW;
- Ensure its Core Teams attend the applicable portions of the Kickoff Meeting;
- Provide SMEs and any other resources as recommended by the Customer and Hexagon Project Managers;
- Provide Hexagon with VPN access and individualized user accounts to Customer's System as appropriate for this Project and continued software maintenance;
- Have previously reviewed the Updated Initial Project Schedule and work with Hexagon to finalize the Updated Initial Project Schedule;
- Provide location and logistical support for Kickoff Meeting; and
- Designate and prepare workspace for Hexagon personnel.

### Task Acceptance Criteria

This Task is complete at the conclusion of the Project Kickoff Meeting and delivery of the Project Kickoff meeting minutes to Customer.

## 2. Detailed Process & Workflow Analysis Workshop

### Task Description

The Detailed Process & Workflow Analysis ("Analysis Workshop") is a workshop-style session lasting up to five (5) Business Days and will provide a guidebook for the CAD Team to use as they work to configure the CAD System. The Analysis Workshop is intended to be a structured, interactive engagement with Customer stakeholders to review existing ("as-is") workflows, identify process gaps and improvement opportunities, and define future-state ("to-be") workflows aligned with system capabilities and project objectives. It is important to note that some current Customer workflows may not be applicable to the new CAD Subsystem, and adjustments will have to be made by the Customer's process and procedures to implement the COTS OnCall Dispatch System. During the Analysis Workshop, Hexagon will not be providing instruction on the use of OnCall Dispatch, OnCall Dispatch Mobile Unit and OnCall Dispatch Mobile Responder systems as it is not intended or designed to provide a comprehensive overview or instruction of the Subsystem. Such instruction and training will be provided at later stages of the Project.

### Task Deliverables

- Analysis Workshop

### Task Prerequisites

- Customer has provided a Facility.
- Project Kickoff Meeting Task is complete.
- Customer Dispatch Core Team is identified.
- Customer Mobile Core Team is identified.
- Customer has collected and or has available necessary operating procedures, policies, plans, and/or information applicable to this Workshop.

### Task Assumptions

- Hexagon responsibilities will be executed on site at the Customer Facility;
- This Task will occur the same week as the Project Kickoff Meeting Task.
- The sessions are typically done in seven (7)-hour blocks over (5) days;
- No more than twelve (12) agency personnel may attend;
- Customer stakeholders required for planning activities are available as scheduled;
- Information provided by the Customer during planning is accurate and complete;
- Decisions required to proceed are made within agreed timelines; and
- Planning outputs are based on the contracted scope and stated assumptions.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Develop a high-level agenda and discussion framework for the review sessions;
- Facilitate interactive working sessions with Customer stakeholders to document current-state ("as-is") workflows;
- Analyze and document the operational processes, decision points, handoffs, exceptions, and dependencies; and
- Identify inefficiencies, risks, and areas requiring system support or process change.

### Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Collect and have ready at the Analysis Workshop all of Customer's documents and information pertaining to its business processes, operating procedures, static data, and workflows;
- Ensure appropriate members of the Dispatch Core Team and Mobile Core Team attend the workshop for the entire Analysis Workshop; and
- Participate in discussions and engage with the Hexagon team member(s).

### Task Acceptance Criteria

This Task is complete upon conclusion of the Analysis Workshop.

## 3. OnCall Dispatch Data Discovery Workshop

### Task Description

OnCall Dispatch Data Discovery ("Data Discovery Workshop") is a workshop-style session lasting up to three (3) Business Days that is intended to educate Dispatch and Mobile Core Team members on the features and functionality of OnCall Dispatch to support the collection and importation of data and information that CAD requires to execute its primary functions ("CAD Static Data"). During the Data Discovery Workshop, Hexagon will provide limited instruction on the use of OnCall Dispatch, OnCall Dispatch Mobile Unit and OnCall Dispatch Mobile Responder illustrating how the CAD Static Data elements identified below are utilized in the Subsystem. The Data Discovery Workshop is limited in scope to facilitate upcoming Tasks; it is not intended or designed to provide a comprehensive overview or instruction of the Subsystem. Such instruction and training will be provided at later stages of the Project. By the conclusion of the Data Discovery Workshop, Hexagon shall provide to Customer OnCall Dispatch Static Data Collection Spreadsheet(s) to facilitate Customer's collection of CAD Static Data in subsequent Tasks. The Customer has ten (10) business days to complete the OnCall Dispatch Static Data Collection Spreadsheet(s) and return it to Hexagon.

### Task Deliverables

- OnCall Dispatch Static Data collection spreadsheets

### Task Prerequisites

- Detailed Process & Workflow Analysis Workshop Task is complete.

### Task Assumptions

- Data Discovery Workshop is conducted using a Hexagon-provided default OnCall Dispatch environment.
- Hexagon responsibilities will be executed on site at a Facility by two (2) Hexagon implementers.
- The Data Discovery Workshop shall last no more than three (3) Business Days.
- Customer has provided a Facility.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch, and OnCall Dispatch Administrator, on functional areas that utilize or display the following CAD Static Data elements:
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Facility Service Types
  - Known Caller Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)
  - Rotational Services (towing, ambulance, lock smith, etc.)
  - Vehicles
- Provide limited, focused instruction about the OnCall Dispatch deployment model which details how OnCall Dispatch determines responding agencies for events.
- Provide the Customer with Microsoft Excel based data collection spreadsheets ("OnCall Dispatch Static Data Collection Spreadsheets") to be used in assembling the CAD Static Data elements.

### Customer Participation and Responsibilities

Customer shall:

- Provide a Facility according to the requirements provided in Task Assumptions;
- Ensure appropriate members of the Dispatch Core Team and Mobile Core Team attend the workshop for the entire Data Discovery Workshop;
- Participate in discussions and engage with the Hexagon team members.

### Task Acceptance Criteria

This Task is complete upon conclusion of the Data Discovery Workshop and the delivery of the OnCall Dispatch Static Data Collection Spreadsheets by Hexagon to Customer.

## 4. COTS Interface Questionnaire Completion

### Task Description

Hexagon will provide an interface questionnaire (“COTS Interface Questionnaire”) to the Customer to complete. The Customer shall complete the COTS Interface Questionnaire within five (5) Business Days of receipt (“COTS Interface Review Period”) whereupon Hexagon will be able to install the COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features within the COTS version of the Interface.

The following Interfaces are regarded as the Phase 1 COTS Interfaces (collectively, "Phase 1 COTS Interfaces”):

- ANI/ALI Interface (included with HxGN OnCall Dispatch | Advantage)
- HxGN OnCall Dispatch | Informer to NCIC
- HxGN OnCall Dispatch | Notifications for Email
- HxGN OnCall Dispatch | Fire Link for ESO
- HxGN OnCall Dispatch | CAD Link for Axon RMS
- HxGN OnCall Dispatch | Geocoding for What3Words

The following Interfaces are regarded as the Phase 2 COTS Interfaces (collectively, "Phase 2 COTS Interfaces”):

- HxGN OnCall Dispatch | ProQA Interface
- HxGN OnCall Dispatch | Tracker for radio
- HxGN OnCall Dispatch | PTT for Motorola
- HxGN OnCall Dispatch | CAD Link to SalesForce
- HxGN OnCall Dispatch | CAD Link to Axon my90

For more information on, parameters of, and assumptions underlying the COTS Interfaces, see Attachment H, Interface Descriptions (Collectively, Phase 1 COTS Interfaces and Phase 2 COTS Interfaces are referred to as “COTS Interfaces”).

Only the Phase 1 COTS Interfaces are implemented during Phase 1.

### Task Deliverables

- Completed COTS Interface Questionnaires

### Task Prerequisites

- Project Kickoff Meeting Task is complete

### Task Assumptions

- The Customer will direct its third-party vendors to provide any API or specification documentation required to configure the COTS Interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. The Customer will exercise all reasonable efforts to facilitate its third-party vendors reasonable cooperation with this requirement.

- The Customer shall ensure its third-party vendors and/or state agency provide necessary support, cooperation, and information necessary for the configuration, testing, and Cutover of the COTS Interfaces.
- Unless otherwise provided in the Specifications, only COTS versions of the COTS Interfaces will be provided and configured.
- The Customer shall be responsible for underlying requirements pertaining to its third-party systems as described in Attachment H.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review completed COTS Interface Questionnaires.

### Customer Team Participation and Responsibilities

Customer shall:

- Promptly review, complete, and submit COTS Interface Questionnaires and provide comments, questions, or approval within the COTS Interface Review Period.

### Task Acceptance Criteria

This Task is complete upon Hexagon providing the COTS Interface Questionnaires and reviewing Customer's responses it provided within the COTS Interface Review Period.

## 5. OnCall Dispatch GIS Requirements Review – Web Conference

### Task Description

Over the course of up to one (1) Business Day, Hexagon will present on the following topics during the "OnCall Dispatch GIS Requirements Review":

- Introduction to OnCall Dispatch GIS data requirements (see Attachment K)
- Optional GIS data elements that can be used by OnCall Dispatch

This Task introduces the Customer GIS team to the GIS services the Customer must provide and which OnCall requires in order to function. Those services are, at a minimum an address locator service, a routing service, and a base map display service. Hexagon will also cover the deployment related polygon feature classes required to facilitate the assignment of geographic areas to specific agencies.

This session will use Hexagon-provided GIS data for the purposes of discussion. Hexagon will use its equipment to conduct any demonstrations that may occur. Customer attendance should be limited to GIS professionals with responsibility for the creation and maintenance of Customer GIS data. Up to six (6) Customer personnel may attend. Map content will be provided to the OnCall Dispatch system through map layers and web services to be provided by the Customer.

### Task Deliverables

- OnCall Dispatch GIS Requirements Review

### Task Prerequisites

- Project Kickoff Meeting Task is complete.

### Task Assumptions

- Appropriate facilities have been identified to support the number of attendees (if co-located), including an LCD projector and a projection screen.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the OnCall Dispatch GIS Requirements Review.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure its GIS/Map Administrator is involved throughout this Task;
- Supply facilities, including an LCD projector and a projection screen;
- Designate and assign no more than four (4) Customer mapping/GIS personnel to attend the entire workshop. Two (2) additional people may attend as observers/auditors; and
- Ensure that all appropriate Customer GIS professionals are sufficiently trained and experienced in GIS fundamentals.

### Task Acceptance Criteria

The Task is complete after the OnCall Dispatch GIS Requirements Review is conducted.

## 6. OnCall Cloud Environment Creation

The objective of this Task is to create and “spin-up” the Customer’s Production Environment for the Dispatch Cloud Program.

The Production Environment will be used by Customer during the Project and serve as the basis for the Cloud Production Environment upon Cloud Cutover. Hexagon will inform the Customer once the applicable Cloud Production Environment for Customer has been created.

### Task Prerequisites

- Project Kickoff Meeting Task is complete.

### Task Assumptions

- None

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the Cloud Environment (only Production Environment at this Task) with the Dispatch Cloud Program (excluding Interfaces) identified in the Cloud Program Order, which will be used for subsequent Tasks (Customer is not provided Credentials/License Keys at this time).

### Customer Team Participation and Responsibilities

- None.

### Task Acceptance Criteria

This Task shall be complete upon creation of the Customer’s Production Environment for the Dispatch Cloud Program.

## 7. IOC Completion

### Task Description

This Task serves as a milestone and culmination of the previous Tasks. It is at this point in the Project that Hexagon has created the Cloud Environment. With the completion of the foregoing Tasks and as part of this Task, Hexagon will host a meeting with the Customer Project Manager to: (i) deliver to Customer the Credentials//License Keys applicable to the Dispatch Cloud Program and identified in the Quote to the Cloud Program Order and (ii) ensure the Customer Project Manager is able to access the Cloud Program with the Cloud Credentials/License Keys ("Credentials Delivery Meeting") through a Windows desktop. The Credentials Delivery Meeting is complete once those two objectives are achieved. Completion of this Task also serves to mark the completion of IOC Phase.

### Task Deliverables

- Delivery of Credentials/License Keys for Dispatch Cloud Program included within the Quote
- Customer can login to the Cloud Program using Credentials/License Keys

### Task Prerequisites

- OnCall Cloud Environment Creation task is complete.

### Task Assumptions

- Customer has necessary hardware, equipment, and Network Infrastructure ready and available to access the Cloud Program
- The Credentials Delivery Meeting is of a limited duration and only intended to cover the two topics specified above.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Host the Credentials Delivery Meeting;
- Deliver Credentials/License Keys for Dispatch Cloud Program;
- Ensure the Customer can log into the Dispatch Cloud Program to confirm connectivity; and
- Address Customer reported issues with accessing the Dispatch Cloud Program.

### Customer Team Participation and Responsibilities

Customer shall:

- Attend the Credentials Delivery Meeting;
- Access the Dispatch Cloud Program via the Credentials/License Keys provided during the Credentials Delivery Meeting;
- Report to Hexagon verbally during the Credentials Delivery Meeting whether the Customer can access the Dispatch Cloud Program or identify issues encountered in accessing the Dispatch Cloud Program; and
- If Customer encounters issues in accessing the Dispatch Cloud Program, it will work collaboratively with Hexagon to troubleshoot and address the issue until resolution.

### Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Dispatch Cloud Program Credentials/License Keys to Customer and confirmed the Customer is able to access the Dispatch Cloud Program through a Windows desktop.

# Phase 1 - OnCall Dispatch Final Operating Capability (FOC)

# CAD Staging

## 8. On Premise Local Software Server Installation and Configuration

### Task Description

This Task is for creation and configuration of the On Premise Local Software Server VMs. It includes the creation of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admins groups of the servers to provide the implementers the required access for the rest of the Project.

### Task Deliverables

- Server configuration documentation, which consists of a spreadsheet with server names, IPs and passwords utilized, Updated Visio document showing servers, applications installed, and names Task Prerequisites
- Customer must have available virtual environment resources for staging of project VMs.
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager.
    - Not required if Customer is using the Security Access Tool
- Complete the Server name, IP Address and Service account template provided by Hexagon.

### Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs.
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager.
    - Not required if Customer is using the Security Access Tool
- Complete the Server name, IP Address and Service account template provided by Hexagon.
- IOC Completion Task is complete.

### Task Assumptions

- All work being performed by Hexagon that requires physical access to the equipment will be performed on site, and those tasks that do not require physical access may be performed remotely at Hexagon’s discretion.
- New virtual servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles.
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Import VM Templates to vCenter, create the VMs, assign them the required CPU, memory, and disk space to comply with the OnCall Dispatch Specifications document;
- Assign the IP Addresses to the VMs;
- Join the VMs to the domain;

- Apply current Windows updates if Internet connectivity or access to another repository for updates is available;
- Create and deliver the Server Configuration Documentation; and
- Provide spreadsheet with server names, IPs, and passwords utilized.

### Customer Team Participation and Responsibilities

Customer shall:

- Provide domain level credentials for the vCenter server and join servers to the domain;
- Provide assistance with resolving issues related to network connectivity and/or remote access; and
- Answer other configuration questions as needed.

### Task Acceptance Criteria

This Task is complete when the Server Configuration Documentation has been delivered to Customer.

## 9. VPN Connectivity to Cloud Program

### Task Description

This task is a shared responsibility between the Customer and Hexagon. The Customer is responsible for the connectivity between the Customer on-premise infrastructure and the Hexagon Azure VPN gateway. The Customer is also responsible for setting up additional site to site tunnels where multiple agencies are involved or other alternatives that will facilitate these types of connections. Hexagon will provide the VPN gateway and will collaborate with the Customer to define acceptable private IPs. The Customer is responsible for ensuring the Customer VPN hardware conforms to the Azure hardware requirements for connecting to their cloud platform.

### Task Deliverables

- The ability for the Customer to connect to Azure via VPN is confirmed by accessing the Hexagon OnCall application hosted on Azure through the Customer VPN.

### Task Prerequisites

- IOC Phase is complete.

### Task Assumptions

- The shared key for the VPN tunnel encryption has been shared between the Customer and Hexagon.
- A meeting will be required to discuss VPN technicalities.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Set up the initial meeting between the Customer IT teams and Hexagon technicians;
- Collaborate with the Customer IT representatives on design connectivity details such as VPN configurations and IP ranges; and
- Provide the OnCall VPN gateway.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure appropriate Core Team members attend and actively participate in VPN connectivity meeting;
- Provide Hexagon with the necessary routing and network access, connectivity details such as VPN configurations and IP ranges from the Customer premise(s) via the Customer VPN to the OnCall VPN gateway; and
- Work with internal Customer stakeholders and internal Customer IT team to design, implement and provide networking capabilities to provide VPN access from the Customer premises to the OnCall VPN gateway.

### Task Acceptance Criteria

This Task is complete upon the Customer confirmation of the ability to access the OnCall applications from the Customer premise over the configured VPN tunnel.

# 10. Phase 1 COTS Interface Product Installation and Configuration

## Task Description

During this Task, Hexagon will install and unit test the Phase 1 COTS Interfaces in the Customer's Development Environment. Hexagon will install the Phase 1 COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features existing within the COTS version of the Phase 1 COTS Interface. To facilitate Hexagon's implementation and configuration of the Phase 1 COTS Interfaces, the Customer shall make available or provide access to all third party software components which are intended to integrate with the Dispatch Subsystem through the Phase 1 COTS Interface(s).

## Task Deliverables

- Installation and configuration of the Phase 1 COTS Interfaces which are listed in the COTS Interface Questionnaire Completion Task above.

For more information on the Phase 1 COTS Interfaces, see Attachment H – Interface Descriptions.

## Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- COTS Interface Questionnaire Completion Task is complete.
- Connectivity to Cloud Program Task is complete (if required).
- On-Premise Local Software Server Installation and Configuration Task is complete.

## Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 1 COTS Interfaces in the Customer's Development Environment; and
- Unit test interfaces in accordance with the COTS Interface Questionnaires.

## Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity and communication has been achieved from Customer's Communication/Interface server to remote system servers and all other third-party systems (such as Customer message switch(es), State/NCIC, RMS systems etc.);
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases/systems
    - Socket value for remote databases/systems
    - Enter operator IDs (ORIs), terminal mnemonics, etc., as needed by remote databases/systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when each Phase 1 COTS Interface is installed and configured in accordance with the COTS Interface Questionnaire, and subject to the functionality and features within the COTS version of the Phase 1 COTS Interface.

## 11. Phase 1 CommSys ConnectCIC Installation

### Task Description

During this Task, Hexagon will utilize the CommSys ConnectCIC State Interface middleware product to interface with the state message switch for the following state and national transactions. The CommSys ConnectCIC middleware product will work with the Customer's Informer interface to support the Phase 1 transactions listed below (collectively, the "Phase 1 Transactions").

- Person (In State and NLETS)
  - WA Driver History Query (K)
  - Nlets Driver History Query (KQ)
  - WA Driver License (D)
  - Nlets Driver License (DQ)
  - Wanted Peron Query (QW)
- NCIC Image Query (QII)
- Vehicle (In State and NLETS)
  - WA Vehicle Registration and Stolen Vehicle (RV)
  - Nlets Vehicle Registration (RQ)
  - NCIC Stolen Vehicle (QV)
- Gun by (serial, caliber, make) (QG)
- Article (serial, type) (QA)
- Boat (In State and NLETS)
  - Stolen Boat Query (QB)
  - Hull Number (BH)
  - Registration ID (BR)
  - Nlets Boat Registration (BQ)

HxGN OnCall Dispatch | Informer Interface will support the Phase 1 queries to NCIC (via CommSys ConnectCIC) from Dispatch.

Additional transactions are provided following completion of Phase 1 during Phase 2.

### Task Deliverables

- Phase 1 CommSys ConnectCIC setup and installation

### Task Prerequisites

- Phase 1 COTS Interface Product Installation and Configuration Task is complete.

### Task Assumptions

- Primary agency shall be the Customer.
- The supported transactions include basic queries.
- This Project does not include the development of any new forms, queries, or transactions for Informer unless specifically identified herein.

- First year maintenance for CommSys ConnectCIC shall begin upon Phase 1 Cutover.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Ensure CommSys has installed ConnectCIC State Interface middleware; and
- Work with CommSys to verify the ConnectCIC State Interface middleware product is set up and installed for the Customer agencies listed above.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;
- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide test connections to State/NCIC, as well as other external systems required for the Project;
- Provide live connections to State/NCIC, as well as other external systems required for the Project;
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics;
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a Production environment; and
- Test and report any Errors to Hexagon within ten (10) Business Days of installation of ConnectCIC in Customer’s Development Environment.

### Task Acceptance Criteria

This Task is complete upon installation of the Phase 1 CommSys ConnectCIC product with the Phase 1 Transactions.

# CAD Design

## 12. OnCall Dispatch Functional Design Document Write-Up

### Task Description

As part of this Task, Hexagon will document the outcomes of the Detailed Process & Workflow Analysis Workshop and Data Discovery Workshop into a document titled, “Functional Design Document” (“FDD”) that defines agreed-upon business processes, functional requirements, and outcomes for the solution. This Task begins the process of creating the FDD. Future Tasks will discuss the Customer’s review and finalization of the FDD understanding the final FDD will serve as the exclusive basis and direction for Phase 1 implementation efforts.

### Task Deliverables

- First draft of the FDD

### Task Prerequisites

- OnCall Dispatch Data Discovery Workshop Task is complete.

### Task Assumptions

- Workshop outputs, notes, and artifacts are available to the Vendor.
- The FDD reflects documented decisions and outcomes only; unresolved items will be clearly noted and not be considered as part of the Benchmark Criteria.

### Task Exclusions

- Solution configuration or system build redesign
- Technical design specifications beyond the Software Requirements
- Validation of undocumented or post-workshop requirements
- Formal Customer approval or sign-off (covered in later tasks)

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review all materials and notes produced during:
  - Detailed Process & Workflow Analysis Workshop
  - OnCall Dispatch Data Discovery Workshop
- Consolidate workshop outcomes into a structured FDD, including:
  - Current-state and agreed future-state workflows
  - Functional requirements and system behaviors
  - Data elements, data sources, and integration considerations (as identified)
  - Assumptions, constraints, and in-scope functional decisions
  - Open items and decision log (if applicable)
- Produce and deliver a first draft of the FDD for Customer review.

### Customer Participation and Responsibilities

Customer shall:

- Be available and responsive for any clarification or workflow questions.

### Task Acceptance Criteria

This Task is complete upon delivery of the first draft of the FDD to the Customer.

## 13. OnCall Dispatch Functional Design Document Review Session

### Task Description

The Functional Design Document Review Session is an on-site, collaborative review of the first draft of the FDD. The goal is for Hexagon and the Customer to validate accuracy, confirm understanding, and to capture Customer feedback. This session shall last no more than two (2) Business Days. The session will hosted by Customer at a Facility and each day's Activities will last no more than seven (7) hours each day. Following the session, the Customer shall review and provide feedback on the first draft of the FDD within three (3) days. If the Customer does not respond in the allocated time, the draft of the FDD provided to the Customer at the end of this session shall become final and obviate the requirement for future Tasks pertaining to the finalization of the FDD. The FDD is intended to be limited in scope in order to meet Customer's desired timeline, so Customer shall limit and prioritize its configuration and workflow requests during Phase 1 and the FDD.

### Task Deliverables

- Facilitated on-site Functional Design Review session
- Documented feedback and agreed-upon updates to the FDD

### Task Prerequisites

- Functional Design Document Write-Up Task is complete.

### Task Assumptions

- Customer will provide appropriate business and technical stakeholders for the review.
- Review sessions are limited to validation of documented content.
- Travel and on-site logistics are coordinated per the agreed SOW terms

### Task Exclusions

- Net-new requirements not identified during prior workshops
- Configuration, testing, or solution build activities
- Multiple review iterations beyond the single on-site session
- Requests for workflows, configuration, or functionalities exceeding the scope of the Software Requirements for CAD;
- Formal approval or sign-off will be covered in the FDD Finalization and Acceptance Task.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct an on-site review session at the Customer Facility;
- Review the first draft FDD with Customer stakeholders;
- Validate documented workflows, functional requirements, and data assumptions;
- Capture Customer feedback, corrections, and clarification requests; and
- Identify required updates and confirm next steps toward finalization.

### Customer Participation and Responsibilities

Customer shall:

- The Customer will provide a Facility;

- Required systems, documentation, and reference materials needed for validation will be available during the review;
- Provide appropriate business, operational, and technical stakeholders with decision-making authority to attend the on-site review session(s);
- Ensure stakeholders are familiar with the first draft of the Functional Design Document prior to the review session;
- Actively participate in walkthroughs of workflows, functional requirements, and data assumptions;
- Review the first draft of the FDD and provide feedback within three (3) Business Days and

Provide consolidated, timely feedback, including:

- Validation of documented requirements
- Identification of inaccuracies or clarifications
- Confirmation of agreed updates.

### Task Acceptance Criteria

This Task is complete upon completion of the Functional Design Document Review Session.

## 14. OnCall Dispatch Functional Design Document Finalization and Acceptance

### Task Description

The objective of this Task is to formally memorialize the FDD by incorporating agreed-upon Customer feedback from the on-site Functional Design Review, producing a finalized and internally consistent FDD, and obtaining written Customer acceptance.

The finalized FDD establishes a shared and approved understanding of:

- Business workflows and functional requirements;
- System behaviors and functional scope;
- Data elements and integration considerations identified during discovery; and
- Assumptions, constraints, and dependencies impacting solution delivery

Upon delivery of the updated draft of the FDD to the Customer, the Customer shall have up to five (5) Business Days to accept the FDD or provide written response indicating items that are unacceptable ("FDD Final Review Period"). If the Customer does not perform either action in the FDD Final Review Period, then the latest version of the FDD provided by Hexagon is considered as finalized and accepted. Upon acceptance, the FDD is finalized and becomes the **baseline functional reference** for all downstream project activities for OnCall Dispatch during Phase 1, including static data entry, configuration, testing, training, and Cutover. Any changes requested after finalization of the FDD shall be subject to formal change management and may impact project scope, schedule, and price.

### Task Deliverables

- Final FDD to Customer
- Written Customer acceptance of the FDD returned in the FDD

### Task Prerequisites

- Functional Design Document Review Session Task is complete.

### Task Assumptions

- Feedback provided during the review is consolidated and non-conflicting.
- Acceptance is based on alignment to documented workshop outcomes.
- Any additional scope changes will require a formal change request.

### Task Exclusions

- Additional workshops or review sessions
- Functional changes beyond agreed feedback
- Downstream project activities (design, configuration, testing, training, cutover)

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the FDD based on acceptable feedback captured during the on-site review;
- Resolve documented clarification items within the agreed scope;
- Deliver the Final FDD to the Customer; and

- Support a formal acceptance process for the finalized document.

### Customer Participation and Responsibilities

Customer shall:

- Review the final Functional Design Document within the FDD Final Review Period;
- Provide consolidated feedback or acceptance within the FDD Final Review Period;
- Ensure that feedback represents a unified Customer position across business, operational, and technical stakeholders;
- Designate authorized Customer representative(s) with approval authority to provide formal acceptance of the FDD; and
- Confirm that the final FDD accurately reflects:
    - Outcomes of the Workflow Analysis and Data Discovery Workshops;
    - Agreed updates from the on-site Functional Design Review; and
    - Documented assumptions, constraints, and dependencies.

### Task Acceptance Criteria

This Task is completed once the Customer the FDD is finalized and accepted.

## 15. Test Plan and Test Cases Development

### Task Description

During this Task, Hexagon will create a test plan ("CAD Test Plan") with Test Cases for OnCall Dispatch based on the Functional Design Document (FDD). The CAD Test Plan and Test Cases are essential for the Customer to be able to validate and prove the functionality of the Dispatch Subsystem. Every Benchmark Criteria corresponding to OnCall Dispatch provided for Phase 1 should have at least one Test Case; some Benchmark Criteria may have multiple associated Test Cases. A clear pass/fail criterion must be defined for each Test Case. The Test Plan and Test Cases will be agency-specific, and work-process driven with clearly documented Pass/Fail criteria. Only the elements of the Test Plan and Test Cases conforming with the FDD associated with Phase 1 shall be used in evaluating and testing the Subsystem. The Test Plan is the set of Test Cases that will serve as the basis of testing the fully configured Subsystem, including interfaces.

### Task Deliverables

- Customer's CAD Test Plan and Test Cases

### Task Prerequisites

- Functional Design Document Finalization and Acceptance Task is complete.

### Task Assumptions

- N/A

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the CAD Test Plan and Test Cases consistent with the FDD.

### Customer Team Participation and Responsibilities

Customer shall:

- Be available to Hexagon to consult on any specific details needed to finalize the Test Plan and Test Cases.

### Task Acceptance Criteria

This Task is complete when Hexagon has created the CAD Test Plan and Test Cases in accordance with the FDD.

## 16. OnCall Dispatch GIS Consulting

### Task Description

A central feature of OnCall Dispatch is interoperation and use of Customer provided GIS services within OnCall Dispatch. The Customer may use whichever map provider they choose, subject to Attachment K. The objective of this Task is to collaborate with the Customer's GIS Administrator regarding use of the Customer-provided map services within OnCall Dispatch and management of the source map.

Over the course of up to three (3) consecutive weeks ("GIS Consulting Period") a Hexagon technical resource will host meetings with the Customer GIS Administrator and any other interested Customer SMEs, which in the aggregate shall last no more than twenty-four (24) Business Hours ("GIS Meeting Time"). The OnCall Dispatch GIS Consulting is intended to be a collaborative session and for Hexagon and the Customer GIS Administrator to discuss use of the map services within OnCall Dispatch and management of the map services in the context of OnCall Dispatch. As time permits, the parties can discuss other GIS related topics.

To facilitate a productive session, the Customer GIS Administrator, at a minimum, should have participated in the OnCall Dispatch GIS Requirements Review. The Customer shall also have complied with the mapping requirements prior to this Task.

As a result of the sessions, the Customer's GIS Administrator will have been provided additional insight and information on how to manage and use the map services in connection with OnCall Dispatch. For purposes of clarity, these sessions are not intended to result in configuration or modification of Customer's source map data. The Customer may configure the map services at its discretion up to the commencement of Functional Testing. At the commencement of Functional Testing, the Customer shall refrain from making any modification or configurations to the map services until after System Cutover.

### Task Prerequisites

- OnCall Dispatch GIS Requirements Review Task is complete.

### Task Assumptions

- The Customer GIS Administrator has sufficient authority to make decisions about the use, configuration, and integration of the source map data.
- Hexagon will not provide training or services specific to Esri software.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the GIS Consulting through a Hexagon technical resource.

### Customer Team Participation and Responsibilities

Customer shall:

- Manage and make any desired configurations to the Customer-provided map data; and
- Ensure appropriate GIS resources attend GIS consulting session(s).

### Task Acceptance Criteria

This Task is complete upon the earlier of: (i) use of all of the GIS Meeting Time or (ii) end of the GIS Consulting Period.

## 17. OnCall Dispatch System Data Load

### Task Description

The objective of this Task is to load Customer system data into the solution in accordance with the data definitions, mappings, and scope documented in the approved FDD, enabling the CAD Subsystem to support configuration, testing, and downstream implementation activities.

### Task Deliverables

- OnCall Dispatch will have foundational data elements to support future project activities.

### Task Prerequisites

- IOC Completion Task is complete.
- Functional Design Document Finalization and Acceptance Task is complete.
- OnCall Dispatch GIS Consulting Task is complete.
- Initial GIS services published and configured for use by OnCall Dispatch:
  - Map display
  - Routing
  - Geocoding

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- System Data Load is conducted using the Customer's OnCall Dispatch environment.

### Task Exclusions

- Data cleansing, enrichment, or transformation beyond agreed load rules
- Creation or modification of data mappings not defined in the FDD
- Ongoing data maintenance or recurring operational loads
- Production data migration or cutover activities
- Resolution of data quality issues originating from Customer source systems
- Additional data load cycles beyond those explicitly defined in the SOW

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review approved data load requirements as defined in the accepted Functional Design Document
- Perform data load execution in the staging environment with the following static data elements:
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)

- Facility Service Types
- Known Caller Types
- Rotational Services (towing, ambulance, lock smith, etc.)
- Vehicles

### Task Acceptance Criteria

This Task is complete upon conclusion of System Data Load.

# CAD Configuration

## 18. OnCall Dispatch Initial Configuration

### Task Description

The objective of this Task is to configure the solution in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD for Phase 1, enabling the OnCall Dispatch Subsystem to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

### Task Deliverables

- OnCall Dispatch Initial Configuration

### Task Prerequisites

- OnCall Dispatch System Data Load Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

### Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure in-scope system components, which may include (collectively “Initial Configuration”):
  - Business rules and workflows
  - System parameters and setting
  - User roles and security configuration (as defined in the FDD)
  - Reference and configuration-dependent data
- Document configuration decisions and deviations, if any, for Customer awareness;
- Notify the Customer the Initial Configuration is complete.

### Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Participate in periodic configuration checkpoints, if requested
- Review configured functionality during subsequent testing phases

- Except as otherwise advised by Hexagon, refrain from entering or accessing the CAD Subsystem while Hexagon is performing the Initial Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

### Task Acceptance Criteria

This Task is complete upon when Hexagon has completed its Initial Configuration.

## 19. OnCall Dispatch Configuration Presentation & Workflow Review Workshop

### Task Description

The objective of this Task is to present the Customer with the Initial Configuration and to facilitate an on-site review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the workshop will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

### Task Deliverables

- On-site Configuration Presentation & Workflow Review Workshop (up to 3 days)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

### Task Prerequisites

- OnCall Dispatch Initial Configuration Task is complete.

### Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop
- Workshop duration will not exceed three (3) on-site days
- Review activities focus on validation of configuration against the FDD
- This workshop supports readiness for testing and does not replace formal testing activities

### Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes
- Additional workshops or review sessions beyond the defined duration
- Testing execution, defect remediation, or production deployment

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct an on-site Configuration Presentation & Workflow Review Workshop at the Customer location, not to exceed three (3) consecutive Business Days
- Present the Initial Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

### Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

### Task Acceptance Criteria

This Task is complete upon the conclusion of the Configuration Presentation & Workflow Review Workshop.

## 20. OnCall Dispatch Final Configuration

### Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Configuration Presentation & Workflow Review Workshop (“Final Configuration”). Excluding Blocker Errors arising during Functional Testing, the, Final Configuration shall reflect the final configuration of the CAD Subsystem for Phase 1 Cutover.

### Task Deliverables

- OnCall Dispatch Final Configuration

### Task Prerequisites

- OnCall Dispatch Configuration Presentation & Workflow Review Workshop Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented.
- Configuration updates are limited to approved in-scope items
- This Task finalizes the configurations in anticipation of Functional Testing

### Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the CAD Subsystem based upon the accepted feedback documented during the Configuration Presentation & Workflow Review Workshop
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Configuration is complete

### Customer Participation and Responsibilities

- Provide timely clarification responses when requested
- Review configuration updates during subsequent testing activities

- Acknowledge readiness to proceed into formal testing.

### Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Configuration has been completed.

## 21. OnCall Dispatch | Mobile Unit Initial Configuration – Law

### Task Description

The objective of this Task is to configure the Mobile Unit application in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD, enabling Mobile Unit to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

### Task Deliverables

- OnCall Dispatch | Mobile Unit Initial Configuration

### Task Prerequisites

- OnCall Dispatch System Data Load Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

### Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure Mobile Unit based on the corresponding FDD (“Initial Mobile Configuration”)
- Document configuration decisions and deviations, if any, for Customer awareness
- Notify Customer the Initial Mobile Configuration is complete

### Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Review configured functionality during subsequent testing phases
- Except as otherwise advised by Hexagon, refrain from entering or accessing Mobile Unit while Hexagon is performing the Initial Mobile Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

### Task Acceptance Criteria

This Task is complete when Hexagon has completed its OnCall Dispatch | Mobile Unit Initial Configuration.

## 22. OnCall Dispatch | Mobile Unit Configuration Presentation & Workflow Review

### Task Description

The objective of this Task is to present the Customer with the Initial Mobile Configuration and to facilitate a remote review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the review will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration Error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

### Task Deliverables

- Remote Mobile Unit Configuration Presentation & Workflow Review Workshop (up to eight (8) hours)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

### Task Prerequisites

- OnCall Dispatch | Mobile Unit Initial Configuration Period Task is complete.

### Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop.
- Workshop duration will not exceed eight (8) hours.
- Review activities focus on validation of configuration against the FDD.
- This workshop supports readiness for testing and does not replace formal testing activities.

### Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes
- Additional workshops or review sessions beyond the defined duration

- Testing execution, defect remediation, or production deployment

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a remote Mobile Unit Configuration Presentation & Workflow Review Workshop
- Present the Initial Mobile Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

### Customer Participation and Responsibilities

Customer shall:

- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

### Task Acceptance Criteria

This Task is complete upon the conclusion of the Mobile Unit Configuration Presentation & Workflow Review Workshop.

## 23. OnCall Dispatch | Mobile Unit Final Configuration

### Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Mobile Unit Configuration Presentation & Workflow Review session ("Final Mobile Configuration"). Excluding Errors arising during Functional Testing, the Final Mobile Configuration shall reflect the final configuration of the Mobile Subsystem for Cutover.

### Task Deliverables

- OnCall Dispatch | Mobile Unit Final Configuration

### Task Prerequisites

- OnCall Dispatch | Mobile Unit Configuration Presentation & Workflow Review Workshop Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented
- Configuration updates are limited to approved in-scope items
- This task finalizes the configurations in anticipation of Functional Testing

### Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the Mobile Subsystem based upon the accepted feedback documented during the Mobile Unit Configuration Presentation & Workflow Review session
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Mobile Configuration is complete

### Customer Participation and Responsibilities

- Provide timely clarification responses when requested

- Review configuration updates during subsequent testing activities
- Acknowledge readiness to proceed into formal testing.

### Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Mobile Configuration has been completed.

## 24. OnCall Dispatch | Mobile Responder Initial Configuration – Law

### Task Description

The objective of this Task is to configure the solution in accordance with the requirements, workflows, and functional specifications documented in the finalized and accepted FDD, enabling Mobile Responder to support defined business processes and readiness for testing activities. Scope of the configuration is limited to the capabilities described in the FDD.

### Task Deliverables

- OnCall Dispatch | Mobile Responder Initial Configuration

### Task Prerequisites

- OnCall Mobile Unit Final Configuration Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Configuration scope is limited to what is explicitly documented in the approved FDD.
- Configuration changes resulting from scope changes or post-design decisions will require a formal change request.

### Task Exclusions

- Custom development or code-based enhancements
- Configuration beyond the scope set forth in the FDD

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the approved FDD to confirm configuration scope and sequencing
- Configure Mobile Responder based on the corresponding FDD (“Initial Mobile Configuration”)
- Document configuration decisions and deviations, if any, for Customer awareness
- Notify Customer the Initial Mobile Configuration is complete

### Customer Participation and Responsibilities

Customer shall:

- Provide timely responses to configuration-related clarification questions
- Review configured functionality during subsequent testing phases
- Except as otherwise advised by Hexagon, refrain from entering or accessing Mobile Responder while Hexagon is performing the Initial Mobile Configuration
- Confirm that configuration aligns with documented business intent during testing and validation.

### Task Acceptance Criteria

This Task is complete when Hexagon has completed its OnCall Dispatch | Mobile Responder Initial Configuration.

## 25. OnCall Dispatch | Mobile Responder Configuration Presentation & Workflow Review

### Task Description

The objective of this Task is to present the Customer with the Initial Mobile Configuration and to facilitate a remote review of configured workflows to validate alignment, identify issues, and capture documented feedback prior to testing Activities.

Issues Identified during the review will be documented and categorized as follows:

- Clarification
    - Questions or observations where configuration aligns with the FDD, but additional explanation or confirmation is required.
    - No configuration change required.
- Configuration Error
    - Configuration does not align with the approved FDD or contains an implementation error.
- Enhancement / Change Request
    - Requests for functionality or behavior not documented in the approved FDD.
    - Considered out of scope and subject to formal change control.
    - Issue categorization does not constitute approval of fixes or changes and is intended solely to support triage and planning.

### Task Deliverables

- Remote Mobile Responder Configuration Presentation & Workflow Review Workshop (up to eight (8) hours)
- Configuration review summary, including:
    - Reviewed workflows
    - Identified issues or concerns
    - Documented clarification items and next steps

### Task Prerequisites

- OnCall Dispatch | Mobile Responder Initial Configuration Period Task is complete.

### Task Assumptions

- System configuration has been completed in accordance with the approved FDD prior to the workshop.
- Workshop duration will not exceed eight (8) hours.
- Review activities focus on validation of configuration against the FDD.
- This workshop supports readiness for testing and does not replace formal testing activities.

### Task Exclusions

- Configuration changes or rework identified during the workshop
- Net-new requirements or functional scope changes

- Additional workshops or review sessions beyond the defined duration
- Testing execution, defect remediation, or production deployment

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a remote Mobile Responder Configuration Presentation & Workflow Review Workshop
- Present the Initial Mobile Configuration, demonstrating:
    - Configured workflows and business processes
    - System behaviors and key functional scenarios
    - Configuration outcomes aligned to the approved FDD
- Walk through end-to-end workflows to confirm functional alignment
- Facilitate structured discussions to:
    - Identify configuration gaps or concerns
    - Capture clarification questions
    - Confirm readiness for testing
- Document identified issues, questions, and agreed follow-up actions to be completed in subsequent Task(s)

### Customer Participation and Responsibilities

Customer shall:

- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration Review Workshop;
- Actively Participate in discussions and engage with the Hexagon team members;
- Ensure participants are familiar with the approved FDD
- Provide consolidated feedback representing a unified Customer position

### Task Acceptance Criteria

This Task is complete upon the conclusion of the Mobile Responder Configuration Presentation & Workflow Review Workshop.

## 26. OnCall Dispatch | Mobile Responder Final Configuration

### Task Description

The objective of this Task is to complete final Subsystem configuration updates by addressing in-scope configuration errors and approved clarifications identified during the Mobile Responder Configuration Presentation & Workflow Review session ("Final Mobile Configuration"). Excluding Errors arising during Functional Testing, the, Final Mobile Configuration shall reflect the final configuration of the Mobile Subsystem for Cutover.

### Task Deliverables

- OnCall Dispatch | Mobile Responder Final Configuration

### Task Prerequisites

- OnCall Dispatch | Mobile Responder Configuration Presentation & Workflow Review Workshop Task is complete.

### Task Assumptions

- Hexagon responsibilities will be executed remotely.
- Issue categorization has been agreed and documented
- Configuration updates are limited to approved in-scope items
- This task finalizes the configurations in anticipation of Functional Testing

### Task Exclusions

- The following are explicitly excluded from this Task:
    - Enhancements or change requests
    - Net-new requirements identified during or after the workshop
    - Functional redesign or expansion of scope

Any excluded items will be managed through formal change control.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Update the configurations and workflows to the Mobile Subsystem based upon the accepted feedback documented during the Mobile Responder Configuration Presentation & Workflow Review session
- Address in-scope Configuration Defects and approved Clarifications that align with the FDD
- Update system configuration to correct identified misalignments with the approved FDD
- Perform configuration updates in designated non-production environments
- Conduct internal validation to confirm:
    - Configuration aligns with the approved FDD
    - Approved fixes are applied as intended
- Notify Customer the Final Mobile Configuration is complete

### Customer Participation and Responsibilities

- Provide timely clarification responses when requested

- Review configuration updates during subsequent testing activities
- Acknowledge readiness to proceed into formal testing.

### Task Acceptance Criteria

This Task is complete when Hexagon notifies Customer the Final Mobile Configuration has been completed.

## 27. OnCall Dispatch Fundamentals for Core Team

### Task Description

The OnCall Dispatch Fundamentals for Core Team course is presented directly to Dispatch and Mobile Core Team personnel to provide complete instruction on the use of the OnCall Dispatch, Mobile Unit and Mobile Responder applications as it applies to the FDD. The course shall last no longer than three (3) Business Days. This course is intended to instruct the Dispatch and Mobile Core Teams with the features of OnCall Dispatch, Mobile Unit and Mobile Responder, including event processing and dispatching, map utilization, and inquiries. The following major topics will be reviewed, as applicable:

HxGN OnCall Dispatch | Advantage functions:

- Event Creation and Updates
- Map View Control
- Inquiries
- Messaging
- Recommending and Dispatching Units
- Updating Unit Statuses and Properties

HxGN OnCall Dispatch | Mobile Unit and Mobile Responder functions:

- Accessing the system
- Event Updates
- Unit Status Changes
- Messaging

### Task Deliverables

- OnCall Dispatch Fundamentals for Core Team course

### Task Prerequisites

- OnCall Dispatch Final Configuration Task is complete.
- OnCall Dispatch | Mobile Unit Final Configuration Task is complete.
- OnCall Dispatch | Mobile Responder Final Configuration Task is complete.
- Completion by Customer attendees of an introductory Microsoft Windows course or equivalent knowledge and familiarity with the Microsoft Windows user interface.

### Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The course shall last no longer than three (3) Business Days.
- Hexagon training materials will not be modified to match the FDD.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct OnCall Dispatch Fundamentals for Core Team course.

### Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate personnel who have attended an introductory MS Windows course, or have comparable education, training, or experience, participate fully and collaboratively in the session;

- Designate the Dispatch and Mobile Core Team members for attendance and ensure those same participants participate in subsequent Dispatch, Mobile Unit and Mobile Responder testing Tasks;
- Provide sufficient copies of the training materials supplied by Hexagon to support all students in the Core Team Training;
- Ensure that all training workstations and servers are operational prior to the agreed start of training classes; and
- Provide internal training to users that are unable to attend the Hexagon-provided training.

### Task Acceptance Criteria

This Task is complete upon delivery of the OnCall Dispatch Fundamentals for Core Team course.

## 28. Phase 1 Standard Interface Product Installation and Configuration

### Task Description

During this Task, Hexagon will install and configure the Standard Interfaces in the Customer's Development Environment.

The following are regarded as "Phase 1 Standard Interfaces" as the term is defined in Attachment H of this SOW:

- CAD to CAD OnCall Dispatch Interface to Tablet Command
- RapidSOS OnCall Call-Taker Interface
- Fire Station Alerting OnCall Interface for Station Alerting
- Dispatch Alerts OnCall Interface for PulsePoint
- Body Worn Camera OnCall Interface for Axon BWC

### Task Deliverables

- Documentation of Phase 1 Standard Interfaces installation

### Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Creation Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 1 Standard Interfaces.

### Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when each Phase 1 Standard Interface is installed and configured in the Development Environment.

# CAD Testing

## 29. Customer Functional Testing

### Task Description

The Customer, with support from Hexagon, will test OnCall Dispatch's conformance with the Benchmark Criteria. The Customer will conduct Functional Testing over the course of five (5) Business Days ("Dispatch Testing Period"). During the Dispatch Testing Period, the Customer shall execute the CAD Test Plan and corresponding Test Cases. Except as expressly provided, no other testing or evaluation pertaining to OnCall Dispatch is contemplated in Phase 1. Customer will document and track the results of each Test Case as either pass or fail and may request Hexagon consultation as necessary during its testing Activity up to ten (10) Business Hours.

Within five (5) Business Days of the end of the CAD Testing Period ("CAD Reporting Period"), the Customer shall file any Blocker Errors and Permissive Errors encountered during Functional Testing – Dispatch through Hexagon's Customer Resource Management (CRM) system. For any Blocker Error identified, the Customer shall provide, at minimum, the following information: a description of the Error and the steps used to reproduce it, the functionality tested when the Blocker Error was encountered, the manner in which the functionality was tested, and the outcome when the functionality was tested. If the Blocker Errors are not filed within the CAD Reporting Period, it is presumed Functional Testing was completed without any Blocker Error, and this Task is complete. Only Blocker Errors reported by the conclusion of the Reporting Period will be resolved as part of this Task. The existence of Permissive Error(s) shall not preclude or be a condition of completion of any subsequent Tasks or implementation of a new Release.

To the extent requested, Customer agrees to promptly respond to requests for additional information regarding the Blocker Error requested by Hexagon. Upon diagnosing the Blocker Error and validating the Error encountered meets the attributes of a Blocker Error, Hexagon resources shall proceed to resolve the Blocker Error accordingly. If the investigation determines the reported Blocker Error did not meet the attributes of a Blocker Error then the reported Error will be reclassified in accordance with the levels provided in the Master Terms Glossary. Alternatively, if the investigation shows the reported Blocker Error was caused by Customer hardware, Network Infrastructure, or Third-Party Software not provided by Hexagon, or non-conformance with Attachments E and F, then Hexagon will provide such information to the Customer for the Customer to resolve and the Blocker Error will be closed and regarded as complete.

As part of its resolution efforts, Hexagon may at its discretion provide a procedural or programmatic work around, a configuration change, or provide an Update. Once the Blocker Error(s) is addressed, Hexagon will report to Customer the Blocker Error has been addressed and the Customer will have five (5) Business Days to execute its Test Plan ("CAD Resolution Testing Period").

After the Functional Testing, Hexagon will enforce a Code Freeze. No configurations or modifications will be allowed to the Subsystem by Hexagon or Customer, except those required to resolve any Blocker Error. Upon addressing Blocker Errors, the Subsystem is a "Production Ready System." A Production Ready System signifies completion of all configuration and joint testing tasks. At this point, Hexagon will enforce a Subsystem-wide Code Freeze. Any System/Subsystem modifications will be handled via Change Order.

### Task Deliverables

- OnCall Dispatch Functional Testing
- System Code Freeze

### Task Prerequisites

- OnCall Dispatch Final Configuration, Mobile Unit Final Configuration and Mobile Responder Final Configuration are complete.
- OnCall Dispatch Fundamentals for Core Team Task is complete.
- Test Plan and Test Cases Development – OnCall Dispatch Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Provide support during Functional Testing;
- Review Errors filed by the Customer; and
- Resolve Blocker Errors filed by the Customer.

### Customer Team Participation and Responsibilities

Customer shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Execute the CAD Test Plan; and
- Track and document results from executed Test Cases and file any Blocker Errors in the CRM system by the end of the CAD Reporting Period.

### Task Acceptance Criteria

This Task is complete upon expiration of the CAD Testing Period and resolution of Blocker Errors reported by the end of the CAD Reporting Period.

# CAD Training

## 30. Initial Hexagon-Led Training

### Task Description

During the Training phase, Hexagon resources will conduct Train-the-Trainer sessions for Customer-designated personnel.

The following formal training classes are included in the Project ("Hexagon CAD Training Classes"):

- HxGN OnCall Dispatch Train-the-Trainer – Qty: 2
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Responder Train-the-Trainer – Qty: 1

It is recommended that Customer develop its own training program, including, but not limited to: creating a training plan suitable for its needs, identifying a training cadre for each Subsystem, and leveraging the Hexagon training materials and Documentation to ensure its Users have acquired the necessary knowledge and are in a position to use OnCall Dispatch upon Cutover. The Customer is solely responsible for training its Users. The Customer shall complete its User Training no later than thirty (30) calendar days after Hexagon has completed the Hexagon Training Classes ("End User Training Period").

### Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

### Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.
- Customer Functional Testing – OnCall Dispatch Task is complete.

### Task Assumptions

- The second OnCall Dispatch | Train-the-Trainer class is included for the City's night shift personnel.
- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon CAD Training Classes.

### Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon CAD Training Classes;
- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the CAD Mobile End User Training Period.

### Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon CAD Training Classes to the Customer.

## 31. Replicate CAD Cloud Environment

### Task Description

Up to this point, the Project has focused on creating the Cloud Environment and configuring and testing the Dispatch Cloud Program in the Cloud Production Environment, which was the only Cloud Environment available. Following achievement of a Production Ready System, Hexagon will replicate the Production Ready System in the newly created Cloud Staging Environment and Cloud Development Environment. This Task is intended to be completed within five (5) Business Days prior to scheduled Cloud Cutover.

### Task Deliverables

- Replication of Production Ready System in the Cloud Staging Environment and Cloud Development Environment

### Task Prerequisites

- Achievement of Production Ready System

### Task Assumptions

- This Task is intended to be completed within five (5) Business Days prior to scheduled Cloud Cutover.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Replicate the Production Ready System in the Cloud Staging Environment and Cloud Development Environment.

### Customer Team Participation and Responsibilities

- None

### Task Acceptance Criteria

This Task is complete when Hexagon has replicated the Production Ready System into the Cloud Staging Environment and Cloud Development Environment.

# CAD Cutover

## 32. CAD Phase 1 Cloud Cutover Plan

### Task Description

Hexagon and the Customer will jointly develop a CAD Cloud Cutover Plan. The CAD Cloud Cutover Plan will detail the steps necessary to cutover the Dispatch Cloud Program. The CAD Cloud Cutover Plan will assign tasks and responsibilities to both Hexagon and Customer personnel in the month prior to CAD Cloud Cutover. The CAD Cloud Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database cleanout of test events, procedures to report issues, and planned sequence of events for the Cutover day.

Hexagon will provide the initial draft of the CAD Cloud Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Hexagon within five (5) Business Days, which will incorporate appropriate feedback into a final CAD Cloud Cutover Plan.

### Task Deliverables

- CAD Cloud Cutover Plan

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create a draft CAD Cloud Cutover Plan (i.e., prepare a checklist of responsibilities and tasks to be completed during the Cutover Task prior to Cutover);
- Work with Customer personnel to refine the CAD Cloud Cutover Plan; and
- Review and approve the final CAD Cloud Cutover Plan.

### Customer Team Participation and Responsibilities

Customer shall:

- Review and comment on the draft CAD Cloud Cutover Plan within five (5) Business Days of receipt;
- Work with Hexagon personnel to refine the CAD Cloud Cutover Plan; and
- Review and approve the final CAD Cloud Cutover Plan.

### Task Acceptance Criteria

This Task is complete when the Customer has reviewed and approved the final CAD Cloud Cutover Plan.

## 33. CAD Phase 1 Cloud Program Readiness Review

### Task Description

During this Task Hexagon technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the Dispatch Cloud Program is ready for Cloud Cutover.

In addition, the CAD Cloud Readiness Review verifies that the following has occurred:

- A document titled, “CAD Cloud Cutover Plan” has been developed and approved by both Hexagon and the Customer;
- Establishment and approval of a schedule for CAD Cloud Cutover Activities; and
- Identification and scheduling of Hexagon and Customer resources required for CAD Cloud Cutover Activities.

### Task Deliverables

- CAD Cloud Readiness Review meeting minutes
- Discussion notes on the results from Hexagon’s final review of the Dispatch Cloud Program

### Task Prerequisites

- CAD Cloud Cutover Plan Task is complete.

### Task Assumptions

- The Customer certifies it has trained all personnel who will be utilizing the Dispatch Cloud Program.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a conference call to discuss if the system is ready to perform CAD Cloud Cutover;
- Provide CAD Cloud Cutover notification to appropriate internal and external interface stakeholders supplying systems integral to CAD Cutover operations;
- Review and provide timely feedback/approval of CAD Cloud Cutover Plan; and
- Work with Customer to determine suitable CAD Cutover schedule.

### Customer Team Participation and Responsibilities

Customer shall:

- Participate in the conference call;
- Notify internal and external interface stakeholders about pending CAD Cloud Cutover;
- Review and provide timely feedback/approval of CAD Cloud Cutover Plan; and
- Work with Hexagon to determine suitable CAD Cutover schedule.

### Task Acceptance Criteria

This Task is complete when the Phase 1 CAD Cloud Readiness Review has been conducted.

## 34. CAD Phase 1 Cloud Cutover to Production Use

### Task Description

CAD Cloud Cutover reflects the culmination of all the CAD Tasks up to this point. It reflects the point at which the Customer first uses the Dispatch Cloud Program in a live environment for its intended purpose. Before CAD Cloud Cutover, the Customer shall have completed the preceding CAD Tasks. CAD Cloud Cutover reflects the point at which the Dispatch Cloud Program has been configured in accordance with the FDD, completed Functional Testing, and the Customer has trained its mobile end users.

The Parties shall execute the Phase 1 CAD Cloud Cutover Plan, as practical, as part of CAD Cloud Cutover. Beginning on Monday of the week of CAD Cloud Cutover, Hexagon resources and the Project Manager will support the Customer's Activities leading to CAD Cloud Cutover, during CAD Cloud Cutover, and post- CAD Cloud Cutover. Except for the day of CAD Cloud Cutover where the resource may be on site at alternate hours, the Hexagon resource will be available Monday to Friday of the week of Cloud Cutover. Upon Cloud Cutover, the Customer's System Administrator will assume primary responsibility of the management and administration of the System, and the Hexagon resources will provide support as needed by the Customer System Administrator. At times where the Hexagon resources are not otherwise available after the Project is complete, the Customer shall contact Hexagon's HelpDesk in accordance with the Maintenance Terms within the Agreement.

### Task Deliverables

- Cutover of OnCall Dispatch Cloud Program

### Task Prerequisites

- Hexagon has completed the Cloud Security Alliance CAIQ. The completed CAIQ Assessment document contains Hexagon company-confidential information and may not be shared with any other party absent formation of a separate non-disclosure agreement between Hexagon and the party to whom the Customer wants to provide it.
- CAD Cloud Program Readiness Review is complete.
- The End User Training Period is complete.

### Task Assumptions

- The Parties have agreed CAD Cloud Cutover can proceed.
- Cutover will take place on the day and time specified in the CAD Cloud Cutover Plan.
- Hexagon will provide resources on site.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Hexagon shall provide technical resource(s) to support Cutover during the week of CAD Cloud Cutover.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure availability of trained Users;
- Ensure availability of Core Team during CAD Cloud Cutover Activities;
- Assume System Administration and management for the System upon Cutover;

- Ensure availability of all IT disciplines necessary to immediately address issues as necessary; and
- Ensure availability of member(s) of the training cadre during all shifts.

### Task Acceptance Criteria

This Task is complete upon Phase 1 Cloud Cutover of the Dispatch Cloud Program.

## 35. CAD Phase 1 Post-Cutover Support (Week 2 and 3)

### Task Description

During this Task, Hexagon resources will provide Post-Cutover support to Customer. The "Post-Cutover Support Period" is the ten (10) Business Days beginning the Monday following Phase 1 Cloud Cutover. It is designed to provide the Customer with dedicated, quickly accessible support for questions and Errors encountered in the ten (10) Business Days following the Cutover to Production use of the new System.

During this Task, Hexagon resources will be assigned Errors that are filed by the Customer against the new System. Hexagon resources will work to identify and address the Errors reported, understanding the Errors will be triaged based upon their severity during the Post Cutover Support Period. Errors remaining after the Post Cutover Support Period will be addressed by the Help Desk. Errors reported outside of Business Hours will be addressed in accordance with the maintenance provisions of the Agreement.

The Post-Cutover Support Period is not a configuration period. Requests for new configurations that are not related to addressing an Error will not be supported during this time frame. This is done to ensure the stability of the System delivered and that focus remains on Errors and to minimize the introduction of new opportunities for errors or problems.

### Task Deliverables

- Task Completion Form confirming that Post-Cutover Support has been provided in accordance with SOW Post-Cutover Support task description

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- Post-Cutover Support is provided Monday-Friday during normal Business Hours. Standard after-hours emergency support procedures, defined in the Cutover Plan, remain the same for the duration of this Task.
- The first five (5) days of the Post-Cutover Support Period will be conducted on site.
- Errors will be reported via Hexagon's designated CRM tool.
- The Customer System Administrator remains the primary point of contact and initial troubleshooting point of contact for all issues during this Task.
- The Customer System Administrator maintains responsibility for core system administration tasks.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide ten (10) Business Days of Post-Cutover support in accordance with this SOW; and
- Address Errors within the Post Cutover Support Period.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure Errors are recorded in Hexagon's CRM tool in a timely manner and in accordance to the mutually agreed upon Project Schedule.

### Task Acceptance Criteria

This Task is complete when the Phase 1 Post-Cutover Support Period has expired.

# Phase 2

The following Tasks shall commence only after CAD Cloud Cutover is complete as provided in Task 34.

## 36. CommSys ConnectCIC Surrounding States Data Mining

### Task Description

In addition to the functions described in the CommSys ConnectCIC Installation Task in Phase 1, the CommSys ConnectCIC middleware product will work with the Customer's Informer interface to data mining for certain in-state and out-of-state responses related to vehicles and person. ConnectCIC Real-time Data Mining (both in-state and out-of-state) is intended to parse certain person and vehicle query responses for key information to support the end-user presentation of the response and supplemental reporting functions. Out-of-state response data mining is limited to the following states:

- OR
- ID

Hexagon agrees to provide data mining for each specified state when production-quality data is available, within sixty (60) calendar days after Cutover ("Surrounding States Parsing Period"). After the Surrounding States Parsing Period, as samples of data are available, they will be handled through the support process under an active maintenance agreement.

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Work with CommSys to provide NIets data mining for the surrounding states as defined above.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;
- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide production-quality response data;
- Provide live connections to State/NCIC required for the Project;

### Task Acceptance Criteria

This Task is complete upon the expiration of the Surrounding States Parsing Period.

## 37. Configure Phase 2 Additional Transactions Access for CommSys ConnectCIC

### Task Description

The Customer will utilize the CommSys ConnectCIC State Interface middleware product installed as part of Phase 1 to interface with the state message switch for the following Phase 2 state and national transactions. As part of this Task Hexagon will configure the existing interface installed at Customer's facility to accommodate for the Phase 2 transactions. The existing transactions within the ConnectCIC application provided in Phase 1 are listed in Task 11. The Phase 2 transactions to be supported in this Task are listed below (collectively, "Phase 2 Transactions"):

- Person (In State and NLETS)
    - WA Driver License (All State Supported Fields) (D)
    - Missing Person Query (QM)
    - Protection Order Query (QPO)
    - Sex Offender Query (QXS)
    - Supervised Release Query (QW)
    - Unidentified Person Query (QU)
    - Wanted Person Query (QW)
- Hazmat (MQ)
- Administrative Message (AM)
- Canadian Queries
    - Person Driver's License/Want (WQ, UQ)
    - Vehicle Registration/Want (VQ, XQ)
    - Boat by License, Hull, Registration (CBQ)
    - Gun by Serial (CGQ)
    - Article by Serial (CAQ)
- Nlets Query by Free Text (AQ)
- Secondary Person (Nested Query)
- Surrounding States Parsing
- Criminal History
    - Query W3 Criminal History (QH)
    - Query Criminal History for Identification (QI)
    - Query NCIC Criminal History Record (QR)
    - Query Criminal History and WACIC Persons File (QWH)
    - Nlets Full Record Query (FQ)
    - Nlets Identity Query (IQ)
- Additional transactions requested:
    - Enter, Modify, Locate, Cancel, Clear

- Person
  - Missing Person Cancel (XM)
  - Missing Person Clear (CM)
  - Missing Person Entry (EM)
  - Missing Person Modify (MM)
  - Missing Person Locate (LM)
  - Missing Person Supplemental Cancel (XMN)
  - Missing Person Supplemental Entry (EMN)
  - Missing Person With Information Cancel (XMP)
  - Missing Person with Information Entry (EMP)
  - Missing Person with Information Modify (MMP)
  - Wanted Person Cancel (XW)
  - Wanted Person Clear (CW)
  - Wanted Person Detainer Cancel (XDW)
  - Wanted Person Detainer Entry (EDW)
  - Wanted Person Detainer Modify (MDW)
  - Wanted Person Entry (EW)
  - Wanted Person Fraudulent Supplemental Cancel (XNS)
  - Wanted Person Fraudulent Supplemental Entry (ENS)
  - Wanted Person Locate (LW)
  - Wanted Person Modify (MW)
  - Wanted Person Supplemental Cancel (XN)
  - Wanted Person Supplemental Entry (EN)
- Vehicle
  - Stolen Vehicle Clear (CV)
  - Stolen Vehicle Cancel (XV)
  - Stolen Vehicle Entry (EV)
  - Stolen Vehicle Locate (LV)
  - Stolen Vehicle Modify (MV)
- Plate
  - Stolen Plate Cancel (XL)
  - Stolen Plate Clear (CL)
  - Stolen Plate Entry (EL)
  - Stolen Plate Locate (LL)
  - Stolen Plate Modify (ML)
- Gun

- Stolen Gun Cancel (XG)
- Stolen Gun Clear (CG)
- Stolen Gun Entry (EG)
- Stolen Gun Locate (LG)
- Stolen Gun Modify (MG)

- Article
  - Stolen Article Cancel (XA)
  - Stolen Article Clear (CA)
  - Stolen Article Entry (EA)
  - Stolen Article Locate (LA)
  - Stolen Article Modify (MA)
- Boat
  - Stolen Boat Cancel (XB)
  - Stolen Boat Clear (CB)
  - Stolen Boat Entry (EB)
  - Stolen Boat Locate (LB)
  - Stolen Boat Modify (MB)

HxGN OnCall Dispatch | Informer Interface will support the queries to NCIC (via CommSys ConnectCIC) from Dispatch and Mobile Unit.

### Task Deliverables

- Customer will be able to access additional Phase 2 transactions with CommSys ConnectCIC

### Task Prerequisites

- Static Data Load Task is complete

### Task Assumptions

- Primary agency shall be the Customer.
- The supported transactions include basic queries.
- This Project does not include the development of any new forms, queries, or transactions for Informer unless specifically identified herein.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Work with CommSys to verify the ConnectCIC State Interface middleware product is set up for the Phase 2 transactions listed above.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting

and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;

- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide test connections to State/NCIC, as well as other external systems required for the Project;
- Provide live connections to State/NCIC, as well as other external systems required for the Project;
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics;
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a Production environment; and

### Task Acceptance Criteria

This Task is complete upon setup of the CommSys ConnectCIC product for Phase 2 Transactions.

## 38. Custom Interface Requirements Gathering

### Task Description

During this Task, Hexagon and Customer will meet via conference call to validate the assumptions and design of each Custom Interface identified below and consistent  Attachment H (Interface Descriptions). This Custom Interfaces Requirements Gathering workshop is intended to contain a series of discussions to validate the requirements and assumptions underlying the Custom Interfaces. These sessions should include third-party vendors where appropriate. During the sessions, the specific workflow and data requirements for each of the interfaces listed below will be discussed in detail.

The information obtained in combination with the information in Attachment H will be used to develop an Interface Control Document for each Custom Interface. If the assumptions reflected in Attachment H materially change, a Change Order may be appropriate. The ICDs will become the foundation for the Custom Interface development by Hexagon. Once an ICD is mutually approved, it should only be modified through a Change Order. The Customer shall not make any changes to and shall take appropriate actions to prevent its third-party vendor from making substantive changes to the third-party software that is the subject of a Custom Interface once that Custom Interface's respective ICD has been finalized.

The following are regarded as "Custom Interfaces" as the term is defined in Attachment J of this SOW:

- Query Axon RMS
- NG911 (Carbyne)

For descriptions and assumptions regarding each Custom Interface listed above, please see Attachment H: Interface Descriptions.

As it pertains to the development of the ICD, the parties shall follow the following process. After the Customer provides the necessary information regarding the Custom Interface, Hexagon will prepare a draft ICD for each Custom Interface. Hexagon will then provide the initial draft ICD to the Customer for its review. The Customer shall review the draft ICD and provide any feedback or comments within ten (10) Business Days. As appropriate, Hexagon will incorporate the feedback into the ICD or advise the Customer why certain requests could not be included (e.g. the request conflicted with Attachment H) and finalize the ICD. Hexagon will provide the finalized ICD to the Customer for its written acknowledgement. The Customer will provide a response within three (3) Business Days from Hexagon providing the finalized ICD.

### Task Deliverables

- Workshop meeting minutes, to include notes on the specific workflow and data requirements for each custom interface proposed
- ICD documents

### Task Prerequisites

- Project Kickoff Meeting Task is complete.

### Task Assumptions

- The Customer will coordinate interactions with the third-party vendors, including obtaining and providing any API or specification documentation required to develop the proposed interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. Customer is responsible for facilitating its third-party vendors reasonable cooperation with this requirement.

- The Customer is responsible for obtaining cooperation and information from its third-party vendors and/or state agency as reasonably necessary for the development, testing, and cutover of the interfaces.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Lead the interface requirements gathering process and track outstanding items requiring resolution;
- Confer with Customer and third-party points of contact to gather information required to develop ICDs;
- Validate the third-party points of contact are appropriate sources of information necessary to develop ICD;
- Mutually agree with the third-party vendors on the operational and technical interface requirements;
- Gather all available interface data detailed schema, protocols, and specifications, as needed;
- Prepare draft ICDs and submit to Customer for feedback;
- Incorporate Customer feedback into draft ICDs;
- Finalize ICDs for Customer review and approval; and
- Manage the approved ICDs consistent with the change control process.

### Customer Team Participation and Responsibilities

Customer shall:

- Identify and set up appropriate facilities;
- Provide points of contacts who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which the Custom Interfaces will interact;
- Provide or have available all necessary information during the workshop to facilitate the creation of the ICD;
- Promptly review all draft ICD submissions and provide comments, questions, or approval within ten (10) Business Days of receipt; and
- Agree to and sign the ICDs before any development work can begin. Failure to approve in a timely manner may impact Project Schedule and incur additional cost.

### Task Acceptance Criteria

This Task is complete upon completion of all ICDs and execution of the ICDs by both Hexagon and the Customer.

## 39. Custom Interface Development

### Task Description

During this Task, Hexagon will develop the Custom Interfaces based upon the ICDs that were created from the Custom Interface Requirements Gathering Task.

### Task Deliverables

- Custom Interface documentation

### Task Prerequisites

- Custom Interface ICDs have been executed by each Party.

### Task Assumptions

- Any changes to a third-party interface developed by Hexagon that will alter the agreed-upon ICD will have to be reflected in a mutually executed document, which may include a Change Order.
- Development of the Custom Interface shall not commence until the signed/approved ICD is returned to Hexagon. Failure to approve in a timely manner may impact project schedule and incur additional cost.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Develop the Custom Interfaces based upon the ICD.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available as needed; and
- Obtain third-party cooperation as reasonably requested by Hexagon.

### Task Acceptance Criteria

This Task is complete when all Custom Interfaces are developed.

## 40. Custom Interface Product Installation and Configuration

### Task Description

During this Task, Hexagon will install, configure, and test the Custom Interfaces. Although the Customer is expected to participate in Hexagon's internal testing of the Custom Interfaces, the Customer will formally test the Custom Interfaces' functionality during Functional Testing.

### Task Deliverables

- Documentation of Custom Interfaces installation/testing

### Task Prerequisites

- Operation or availability of the external system or Third-Party Software.
- Custom Interface Development Task is complete.
- OnCall Dispatch Configuration Consulting 1 Task is complete.
- VPN Connectivity to Cloud Program Task is complete.
- On-Premise Local Software Server Installation and Configuration Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Custom Interfaces; and
- Test Custom Interfaces in accordance with the approved ICDs.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when each Custom Interface is installed and configured in accordance with the applicable ICD.

## 41. Phase 2 COTS Interface Product Installation and Configuration

### Task Description

During this Task, Hexagon will install and unit test the Phase 2 COTS Interfaces in the Customer's Development Environment. Hexagon will be able to install the Phase 2 COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features existing within the COTS version of the Phase 2 COTS Interface. To facilitate Hexagon's implementation and configuration of the Phase 2 COTS Interfaces, the Customer shall make available or provide access to all third party software components which are intended to integrate with the Dispatch Subsystem through the Phase 2 COTS Interface(s).

### Task Deliverables

- Installation and configuration of the Phase 2 COTS Interfaces which are listed in the COTS Interface Questionnaire Completion Task above.

For more information on the Phase 2 COTS Interfaces, see Attachment H – Interface Descriptions.

### Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- COTS Interface Questionnaire Completion Task is complete.
- Connectivity to Cloud Program Task is complete (if required).
- On-Premise Local Software Server Installation and Configuration Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 2 COTS Interfaces in the Customer's Development Environment; and
- Unit test interfaces in accordance with the COTS Interface Questionnaires.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity and communication has been achieved from Customer's Communication/Interface server to remote system servers and all other third-party systems (such as Customer message switch(es), State/NCIC, RMS systems etc.);
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases/systems
    - Socket value for remote databases/systems
    - Enter operator IDs (ORIs), terminal mnemonics, etc., as needed by remote databases/systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and

- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when each Phase 2 COTS Interface is installed and configured in accordance with the COTS Interface Questionnaire subject to the functionality and features within the COTS version of the Phase 2 COTS Interface.

## 42. Phase 2 Standard Interface Product Installation and Configuration

### Task Description

During this Task, Hexagon will install and configure the Phase 2 Standard Interfaces in the Customer's Development Environment.

The following are regarded as "Phase 2 Standard Interfaces:":

- CAD to CAD OnCall Dispatch Interface to Logis
- External Alarms OnCall Dispatch Interface for ASAP to PSAP
- External Alarms OnCall Dispatch Interface for Prepared911 (AI Call Triage)
- Dispatch Alerts OnCall Interface for Axon Fusus
- Dispatch Alerts OnCall Interface for Prepared911
- PLT Radio OnCall Interface for Motorola

As part of this Task, Hexagon will provide consulting services to advise Exacom on how to use RestAPI to pull the data they require.

### Task Deliverables

- Documentation of Phase 2 Standard Interfaces installation

### Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Phase 2 Standard Interfaces.

### Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when each Phase 2 Standard Interface is installed and configured in the Development Environment.

## 43. CAD to CAD to SREC Installation and Configuration

### Task Description

During this Task, Hexagon will install and configure the CAD to CAD Interface to SREC in the Customer's Development Environment.

The following is regarded as "CAD to CAD Interface to SREC":

- CAD to CAD OnCall Dispatch Interface to SREC

### Task Deliverables

- Documentation of CAD to CAD Interface to SREC installation

### Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- This Task is dependent upon Cutover of the SREC CAD System. If for any reason the date of cutover for that CAD system extends beyond the planned date, the delivery of this interface and functionality will also be impacted and cause extension of the overall project.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install CAD to CAD Interface to SREC.

### Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall Dispatch;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

### Task Acceptance Criteria

This Task is complete when the CAD to CAD Interface to SREC is installed and configured in the Development Environment.

## 44. CAD Reassessment

### Task Description

As the Customer becomes more experienced with OnCall Dispatch, it is common for requests to arise that could be solved with new configuration, additional software products, or changes in workflow. However, the Customer often does not have the expertise or time to perform these types of analysis on their own.

The CAD Reassessment is a three (3) Business Day onsite collaborative workshop where the Parties will discuss and collaborate on the following, which may lead to additional configuration changes:

- Configuration and workflow reviews
- Configuration updates for new functionality
- Best practices for system administration and system maintenance

Topics of the CAD Reassessment will be identified through communications and direct meetings with Customer representatives from all aspects of the system, including end users and system administrators. Hexagon will also observe operations as needed. From these observations, recommendations will be made for modifications or additions to configurations, workflow adjustments that could be made to operations, or training that might benefit the users or system administrators. Additional services as a result of CAD Reassessment recommendations will be quoted as needed upon request.

Following the CAD Reassessment, Hexagon will provide up to five (5) additional days of remote configuration services (“Follow-up CAD Reassessment Period”). Configuration changes will be agreed upon with the Customer and only completed if time allows during the on-site and Follow-up CAD Reassessment Period. Configurations not completed by the end the Follow-up CAD Reassessment Period may be performed by the Customer following Cutover of Phase 2 and shall not be a condition of cutover of Phase 2.

### Task Deliverables

- Three (3) Day On-site CAD Reassessment
- Remote CAD Reassessment follow-up

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- Customer shall assign appropriately qualified personnel to the Core Teams and ensure they are actively engaged in the Project.
- The Customer shall provide Hexagon with access to all data, documents, plans, reports, diagrams, and analyses reasonably related to the Project or otherwise necessary to facilitate Hexagon’s performance of its Activities.
- All Hexagon personnel performing remote Activities will be identified and properly vetted prior to commencement of those remote Activities.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the CAD Reassessment

- Provide assistance during the CAD Reassessment Follow-up Period

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure appropriate adequate work area is made available, and time is scheduled for observations on the Communications floor; and
- Identify appropriate personnel to participate and ensure schedules align.

### Task Acceptance Criteria

This Task is complete upon the conclusion of the CAD Reassessment Follow-up Period.

## 45. OnCall Dispatch | Smart Advisor Workshop 1

### Task Description

Hexagon will provide limited instruction on the use of OnCall and Smart Advisor and the use of the Smart Advisor configuration tools. All workshop Activities will occur in the Development Environment.

The Smart Advisor base package includes the following agents:

- HxGN Connect | Smart Advisor Incident Agents
- HxGN Connect | Smart Advisor Unit Agents

### Task Deliverables

- Smart Advisor Workshop 1

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- Customer attendees are familiar with OnCall Dispatch.
- Each Customer attendee will have access to their own Project Workstation.
- The Smart Advisor Workshop shall last no more than one (1) Business Day.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch and Smart Advisor Agents on functional areas such as:
    - Fine-tuned alerts and notifications

### Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate members of the Dispatch Core Team attend the workshop; and
- Participate in discussions and engage with the Hexagon team member.

### Task Acceptance Criteria

This Task is complete upon conclusion of the Smart Advisor Workshop 1.

## 46. OnCall Dispatch Offline Installation and Configuration

### Task Description

The OnCall Dispatch Offline product allows the dispatcher to collect basic event data, such as caller, unit assignment, and event comments if a network becomes unavailable. Offline CAD also provides the ability to upload the collected data to OnCall Dispatch when network connectivity is regained.

As part of this Task, Hexagon will install and configure OnCall Dispatch Offline. The Customer will formally test functionality during Functional Testing Task.

### Task Deliverables

- OnCall Dispatch Offline installation and configuration

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- The OnCall Dispatch Offline application client is installed on premise on individual dispatch workstations.
- Hexagon will install Offline on up to twenty-four (24) workstations.
- OnCall Dispatch Offline will not have connections to the production instance of Interfaces and Mobile Unit/Mobile Responder due to the production network being unavailable.
- OnCall Dispatch Offline requires a license of SQL Lite, which is included in the installation.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide installation and configuration services for the following in OnCall Dispatch Offline:
    - Event Creation
    - Event Remarks/Comments
    - Caller Information
    - Unit Status Change
    - Synchronization Options:
        - How often online static data is updated for items such as picklists event types, units, unit definitions, last unit status
        - Offline events with the production system when available

### Customer Participation and Responsibilities

Customer shall:

- Provide a list of all workstations where the OnCall Dispatch Offline application client will be installed;
- Ensure SMEs are available to support Hexagon Activities as needed; and
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task.

### Task Acceptance Criteria

This Task is complete once Hexagon has installed OnCall Dispatch Offline on up to 24 workstations and configured the capabilities identified above.

## 47. OnCall Analytics Cloud Environment Creation

### Task Description:

The objective of this Task is to create and “spin-up” the Customer’s Production Environment for the Analytics Cloud Program.

The Production Environment will be used by Customer during the Project and serve as the basis for the Cloud Production Environment upon Cloud Cutover. Hexagon will inform the Customer once the applicable Cloud Production Environment for Customer has been created.

### Task Prerequisites

- CAD Phase 1 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- None

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the Cloud Environment (only Production Environment at this Task) with the Analytics Cloud Program identified in the Cloud Program Order, which will be used for subsequent Tasks.

### Customer Team Participation and Responsibilities

- None.

### Task Acceptance Criteria

This Task shall be complete upon creation of the Customer’s Production Environment for the Analytics Cloud Program.

## 48. OnCall Analytics | Dispatch Training

### Task Description

During this Task, Hexagon will train end users and system administrators on HxGN OnCall Analytics | Dispatch.

The OnCall Analytics User Training will provide instruction on accessing, viewing, and creating reports from the OnCall Analytics Report portal. It will also provide an overview of the delivered reports and data models. The delivered report provides out-of-the box access to key performance metrics while the data models provide an easy and powerful way for users to ask their own questions of the data and create new reports.

The OnCall Analytics System Administrator Training is designed for system administrators, to provide instructions on the setup, site-specific configurations, and administrative tasks needed to maintain the OnCall Analytics Dispatch product.

### Task Deliverables

- HxGN OnCall Analytics | Dispatch User Training (Qty: 1)
- HxGN OnCall Analytics | Dispatch System Administrator Training (Qty: 1)

### Task Prerequisites

- OnCall Analytics Cloud Environment Task is complete.
- CAD Phase 1 Cloud Cutover to Production Use Task is complete.
- The attendees are familiar with Microsoft Windows-based applications, administrative tasks, and agency workflows.

### Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Both training courses are intended to be conducted the same week.
- The User Training will last for a maximum of two (2) Business Days and is provided for a maximum of six (6) attendees.
- The System Administrator Training will last for a maximum of one (1) Business Day and is provided for a maximum of four (4) attendees.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the OnCall Analytics User and System Administrator Training sessions.

### Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety; and
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes.

### Task Acceptance Criteria

This Task is complete when Hexagon has delivered both the OnCall Analytics Dispatch User Training and System Administrator Training.

## 49. Phase 2 Hexagon-Led Training

### Task Description

As part of Phase 2, Hexagon will conduct Administrative sessions for Customer-designated personnel.

The following formal training classes are included in the Project ("Final Hexagon CAD Training Classes"):

- HxGN OnCall Dispatch System Administrator Training – Qty: 1

### Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Final Hexagon CAD Training Classes

### Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.
- CAD Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- Training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Final Hexagon CAD Training Classes.

### Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Final Hexagon CAD Training Classes;
- Ensure appropriate personnel participate in the Hexagon Training Courses; and

### Task Acceptance Criteria

This Task is complete once Hexagon has delivered the HxGN OnCall Dispatch System Administrator Training courseto the Customer.

## 50. CAD Phase 2 Cloud Cutover Plan

### Task Description

Hexagon and the Customer will jointly develop a CAD Phase 2 Cloud Cutover Plan. The CAD Phase 2 Cloud Cutover Plan will detail the steps necessary to promote Interfaces, Smart Advisor, and OnCall Analytics to the Production Environment. The CAD Phase 2 Cloud Cutover Plan will assign tasks and responsibilities to both Hexagon and Customer personnel in the month prior to CAD Phase 2 Cloud Cutover. The CAD Phase 2 Cloud Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database cleanout of test events, procedures to report issues, and planned sequence of events for the Cutover day.

Hexagon will provide the initial draft of the CAD Phase 2 Cloud Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Hexagon within five (5) Business Days, which will incorporate appropriate feedback into a final CAD Phase 2 Cloud Cutover Plan.

### Task Deliverables

- CAD Phase 2 Cloud Cutover Plan

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create a draft CAD Phase 2 Cloud Cutover Plan (i.e., prepare a checklist of responsibilities and tasks to be completed during the Cutover Task prior to Cutover);
- Work with Customer personnel to refine the CAD Phase 2 Cloud Cutover Plan; and
- Review and approve the final CAD Phase 2 Cloud Cutover Plan.

### Customer Team Participation and Responsibilities

Customer shall:

- Review and comment on the draft CAD Phase 2 Cloud Cutover Plan within five (5) Business Days of receipt;
- Work with Hexagon personnel to refine the CAD Phase 2 Cloud Cutover Plan; and
- Review and approve the final CAD Phase 2 Cloud Cutover Plan.

### Task Acceptance Criteria

This Task is complete when the Customer has reviewed and approved the final CAD Phase 2 Cloud Cutover Plan.

## 51. CAD Phase 2 Cloud Program Readiness Review

### Task Description

During this Task Hexagon technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the Dispatch Cloud Program is ready for promotion of Interfaces, Smart Advisor, and OnCall Analytics to the Production Environment.

In addition, the CAD Phase 2 Cloud Readiness Review verifies that the following has occurred:

- A document titled, “CAD Phase 2 CAD Cloud Cutover Plan” has been developed and approved by both Hexagon and the Customer;
- Establishment and approval of a schedule for CAD Phase 2 Cloud Cutover Activities; and
- Identification and scheduling of Hexagon and Customer resources required for CAD Phase 2 Cloud Cutover Activities.

### Task Deliverables

- CAD Phase 2 Cloud Readiness Review meeting minutes
- Discussion notes on the results from Hexagon’s final review of the Cloud Program

### Task Prerequisites

- CAD Phase 2 Cloud Cutover Plan Task is complete.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a conference call to discuss if the system is ready to perform CAD Phase 2 Cloud Cutover;
- Provide Cloud Cutover notification to appropriate internal and external interface stakeholders supplying systems integral to Cutover operations;
- Review and provide timely feedback/approval of CAD Phase 2 Cloud Cutover Plan; and
- Work with Customer to determine suitable CAD Phase 2 Cutover schedule.

### Customer Team Participation and Responsibilities

Customer shall:

- Participate in the conference call;
- Notify internal and external interface stakeholders about pending CAD Phase 2 Cloud Cutover;
- Review and provide timely feedback/approval of CAD Phase 2 Cloud Cutover Plan; and
- Work with Hexagon to determine suitable CAD Phase 2 Cutover schedule.

### Task Acceptance Criteria

This Task is complete when the CAD Phase 2 Cloud Readiness Review has been conducted.

## 52. CAD Phase 2 Cloud Cutover to Production Use

### Task Description

CAD Cloud Cutover Phase 2 reflects the point at which the Interfaces, Smart Advisor, and OnCall Analytics Dispatch will be promoted from the Development Environment to the Production Environment.

### Task Deliverables

- Cutover of OnCall Dispatch Phase 2

### Task Prerequisites

- CAD Phase 2 Cloud Program Readiness Review Task is complete.
- Phase 2 COTS Interface Installation and Configuration Task is complete.
- Phase 2 Standard Interface Installation and Configuration Task is complete.
- Custom Interface Product Installation and Configuration
- Smart Advisor Workshop 1 Task is complete.
- OnCall Analytics | Dispatch Training Task is complete.
- Final Hexagon-Led Training is complete.

### Task Assumptions

- The Parties have agreed CAD Phase 2 Cloud Cutover can proceed.
- CAD Phase 2 Cutover will take place on the day and time specified in the CAD Phase 2 Cloud Cutover Plan.
- Hexagon will provide resources remotely.

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Hexagon shall provide technical resource(s) to support Cutover during the week of CAD Phase 2 Cloud Cutover.

### Customer Team Participation and Responsibilities

Customer shall:

- Ensure availability of trained Users;
- Ensure availability of Core Team during CAD Phase 2 Cloud Cutover Activities;
- Assume System Administration and management for the System upon CAD Phase 2 Cutover;
- Ensure availability of all third-party vendors impacted by the CAD Phase 2 Cloud Cutover;
- Ensure availability of all IT disciplines necessary to immediately address issues as necessary; and
- Ensure availability of member(s) of the training cadre during all shifts.

### Task Acceptance Criteria

This Task is complete upon Cloud Cutover of the Dispatch Cloud Program Phase 2.

## 53. OnCall Dispatch | Smart Advisor Workshop 2

### Task Description

Within thirty (30) days following OnCall Dispatch | Smart Advisor Workshop, Hexagon will conduct a one (1) Day follow-up workshop with Customer to provide guidance to optimize Customer's specific Smart Advisor workflows ("Smart Advisor Follow-up Workshop 1").

### Task Deliverables

- Smart Advisor Workshop 2

### Task Prerequisites

- OnCall Dispatch | Smart Advisor Workshop 1 Task is complete.
- CAD Phase 2 Cloud Cutover to Production Use Task is complete.

### Task Assumptions

- The Smart Advisor Workshop 2 shall last no more than one (1) Business Day

### Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide guidance to Customer on use of Smart Advisor and Smart Advisor agent configurations

### Customer Participation and Responsibilities

Customer shall:

- Provide desired use cases for Smart Advisor at least ten (10) business days prior to the start of the workshop.
- Participate in workshop and
- Go through their experiences and current outputs from Smart Advisor.

### Task Acceptance Criteria

This Task is complete upon the earlier of: (i) completion of Smart Advisor Workshop 2 or (ii) thirty (30) calendar days following the OnCall Dispatch | Smart Advisor Workshop 1.

# Attachment A – Pricing Summary

| HEXAGON ONCALL DISPATCH | TOTAL |
|---|---|
| HxGN OnCall Dispatch & Mobile Services | $2,003,935 |
| Third Party Software and Services | $37,469 |
| One-Time Cloud Fee | $123,058 |
| Custom Interfaces | $121,006 |
| One-Time System Discount (Expires 3/31/26) | ($50,000) |
| **Total One-Time Software and Services:** | **$2,235,468** |
| Initial Cloud Program Fee (Begins at IOC Completion)<br>(Includes software as identified in the attached Bill of Materials) | $1,046,413 |
| Perpetual Software Maintenance (Begins at Cutover) | $27,298 |
| **Grand Total Including Initial Cloud Fee:** | **$3,309,179** |
| | |
| **Cloud Program Fees** | |
| Year 2 (Begins 12 Months After IOC Completion) | $1,098,734 |
| Year 3 | $1,153,671 |
| Year 4 | $1,211,354 |
| Year 5 | $1,271,922 |
| **Perpetual Software Maintenance Fees** | |
| Year 2 (Begins 12 months after System Cutover) | $28,663 |
| Year 3 | $30,096 |
| Year 4 | $31,601 |
| Year 5 | $33,181 |
| **Options:** | |
| On-Prem Interface Server Hardware & Services | $59,001 |
| Resident System Administrator-Year 1 | $300,060 |
| CAD Interface to School Alarms (Raptor) | $39,642 |

## Pricing Assumptions

- This offer is valid until March 31, 2026.
- The Cloud Program Pricing provided assumes Production, Development (Test), and Staging (Training) environments.
- The Initial Cloud Program Fee is for 12 Months beginning at license credential key delivery, Initial Operating Capability (IOC) Completion. Year 2 Cloud Program Fee begins 12 Months after IOC completion and will be due and payable in accordance with the Agreement. The Project is conditioned upon the Customer renewing the Cloud Program Order such that there is not an interruption between the annual periods.
- The Cloud Program Fees are subject to capacity limitations as provided in the Cloud Service Schedules.
- The Cloud Program Fee is based on a total number of effective concurrent users as identified in the included Bill of Materials.
- The Dynamo Curriculum/E-Learning Licenses (quantity of 12) included in this pricing are for a 12-month duration to begin once the licenses are provided during the Project Kickoff Meeting.
- Hexagon has included metered training software. Each license includes 176 hours to be used in the post-cutover Staging (training) environment for user training. This time does not expire as long as the customer maintains an active agreement with Hexagon. Additional 176-hour bundles can be purchased, as needed, for an additional cost.
- Third parties and interfaces included in the one-time project fee include support/maintenance; some start at Cutover and others upon shipment. All have been included in the pricing appropriately.
- Third party software included in the base system includes accompanying third party maintenance. Some third parties begin software maintenance at cutover and others upon shipment. All have been included in the pricing appropriately based on an expected project timeline. If the project timeline is exceeded, additional third-party maintenance cost may be incurred which the Customer would be responsible for payment.
- To the extent Hexagon's ability to resell support for third-party products ends during the term of the Agreement, then Hexagon shall be relieved of the obligation to provide such support, and the annual maintenance fee will be adjusted to account for the removal of that software item.
- Year 1 Maintenance (Extended Warranty) for perpetually licensed interfaces and third parties commences at system Cutover.
- Hexagon has provided optional pricing for the on-premise interface server hardware and installation services. The Customer is responsible for the connection between the Cloud environment and the on-premise server.
- Hexagon has included optional pricing for an interface for the Raptor School Alarms.
- Hexagon has included the cost for 1 year of a full-time on-site CAD Resident System Administrator (RSA) in the optional pricing to be executed at the customer choice.
- The options must be exercised via Change Order no later than ninety (90) days after the formation of the Order.
- The pricing in the above tables is exclusive of any applicable sales/use tax. Any applicable tax will be added to the pricing above at the time of invoicing.

## Bill of Materials

| PRODUCT | QUANTITY |
|---|---|
| **Production (OnCall Dispatch Software)** | |
| HxGN OnCall Dispatch - Backup NL | 1 |
| HxGN OnCall Dispatch - Advantage CC | 17 |
| HxGN OnCall Dispatch - Viewer CC | 28 |
| HxGN OnCall Dispatch - Advanced Mapping | 17 |
| HxGN OnCall Dispatch - Resource Management | 17 |
| HxGN OnCall Dispatch - Scheduling & Facilities Management | 17 |
| HxGN OnCall Dispatch - ESRI Map Control | 17 |
| HxGN OnCall Dispatch - ProQA Interface | 17 |
| HxGN OnCall Dispatch - Customer Rules Engine - Advantage | 17 |
| HxGN OnCall Dispatch - Customer Rules Engine - Editor | 1 |
| HxGN OnCall Dispatch - Mobile Unit | 45 |
| HxGN OnCall Mobile Server | 2 |
| HxGN OnCall Dispatch - Mobile Responder Client CC | 50 |
| HxGN OnCall Dispatch - Customer Rules Engine - Server | 4 |
| HxGN OnCall Dispatch - RestAPI NL | 2 |
| HxGN OnCall Dispatch - Informer | 1 |
| HxGN OnCall Dispatch - Tracker CC | 45 |
| HxGN OnCall Dispatch - Call-Taker Interface | 3 |
| HxGN OnCall Dispatch - Notifications | 1 |
| HxGN OnCall Dispatch - Fire Link Interface | 1 |
| HxGN OnCall Dispatch - CAD Link Interface | 1 |
| HxGN OnCall Dispatch - PTT | 1 |
| Body Worn Camera OnCall Interface | 1 |
| CAD to CAD OnCall Dispatch Interface | 3 |

| | |
|---|---|
| RapidSOS OnCall Call-Taker Interface | 1 |
| Dispatch Alerts OnCall Interface | 3 |
| PLT Radio OnCall Dispatch Interface | 1 |
| Fire Station Alerting OnCall Dispatch Interface | 1 |
| HxGN OnCall Analytics Dispatch Advantage 4 Core | 1 |
| External Alarms OnCall Dispatch Interface | 2 |
| HxGN OnCall Dispatch - Geocoding Interface | 1 |
| Dynamo Curriculum HxGN OnCall Dispatch Admin - on prem | 6 |
| Dynamo Curriculum HxGN OnCall Analytics Admin - on prem | 6 |
| HxGN Connect Tenant Access | 1 |
| HxGN Connect Live Share - Smart Advisor | 1 |
| HxGN Connect Interface - OnCall Dispatch Cloud Smart Advisor | 1 |
| HxGN Connect Smart Advisor - Incident Agents | 1 |
| HxGN Connect - Smart Advisor Unit Agents | 1 |
| HxGN OnCall Dispatch - Smart Advisor Notifier - Cloud | 1 |
| HxGN OnCall Dispatch - Smart Advisor - Cloud | 45 |
| HxGN OnCall Dispatch - Smart Advisor Mobile - Cloud | 45 |
| HxGN OnCall Dispatch-Offline | 24 |
| **Staging (Training)** | |
| HxGN OnCall Dispatch - Advantage CC - TRN - MTR | 5 |
| HxGN OnCall Dispatch - Viewer CC - TRN - MTR | 5 |
| HxGN OnCall Dispatch - Customer Rules Engine - Server - TRN | 1 |
| HxGN OnCall Dispatch - Resource Management - TRN - MTR | 5 |
| HxGN OnCall Dispatch - Scheduling & Facilities Mgmt -TRN-MTR | 5 |
| HxGN OnCall Dispatch - ProQA Interface - TRN - MTR | 5 |
| HxGN OnCall Dispatch - Customer Rules Engine - Adv - TRNMTR | 5 |
| HxGN OnCall Dispatch - Mobile Unit - TRN - MTR | 5 |

| | |
|---|---|
| HxGN OnCall Dispatch - RestAPI NL - Training | 1 |
| **Third Party Integrations** | |
| CAD Interface for Carbyne (NG911) | 1 |
| CAD Query Interface to Axon RMS | 1 |
| CAD Interface to WACIC/NCIC | 1 |
| Dispatch Alerts Interface Adapter for Axon Fusus | 1 |
| **Third Party** | |
| CommSys ConnectCIC | 1 |
| **Other Options** | |
| HPE DL365 Gen11 Server with 5 year support | 1 |
| External Alarms OnCall Dispatch Interface - SU | 1 |
| External Alarms CAD Adaptor for School Alarms (Raptor) | 1 |

# Attachment B – Payment Schedule

| Milestone Payment Schedule | | |
|---|---|---|
| **MS (#)** | **Milestone Deliverable** | **MS ($)** |
| 1 | Upon Completion of Execution of Primary Contracting Document | $335,320 |
| 2 | Upon Completion of Task 1: Project Kickoff Meeting | $223,547 |
| 3 | Upon Completion of Task 3: OnCall Dispatch Data Discovery Workshop | $223,547 |
| 4 | Upon Completion of Task 18: OnCall Dispatch Initial Configuration | $223,547 |
| 5 | Upon Completion of Task 29: Customer Functional Testing - OnCall Dispatch | $223,547 |
| 6 | Upon Completion of Task 34: Phase 1 Cloud Cutover to Production Use | $223,547 |
| 7 | Upon Completion of Task 44: CAD Reassessment | $335,320 |
| 8 | Upon Completion of Task 48: Phase 2 OnCall Analytics Dispatch Training | $335,320 |
| 9 | Upon Completion of Task 52: CAD Phase 2 Cloud Cutover to Production Use | $111,773 |
| | **Total** | **$2,235,468** |

## Cloud Program Fees

| Annual Subscription | MS ($) |
|---|---|
| Year 1 Cloud Program Fee (due upon completion of Task #7: IOC Completion) | $1,073,711 |
| Year 2 Cloud Program Fee (due upon the first Cloud Anniversary) (Order 3) | $1,127,397 |
| Year 3 Cloud Program Fee (due upon the second Cloud Anniversary) (Order 4) | $1,183,767 |
| Year 4 Cloud Program Fee (due upon the third Cloud Anniversary) (Order 5) | $1,242,955 |
| Year 5 Cloud Program Fee (due upon the fourth Cloud Anniversary) (Order 6) | $1,305,103 |
| **Total** | **$5,932,933** |

# Attachment C – Initial Project Schedule

| TASK NAME | DURATION | BUSINESS DAYS SINCE START |
|---|---|---|
| **City of Spokane, WA OnCall Dispatch Project** | **317.75 days** | **0 days** |
| **Phase 1 OnCall Dispatch** | **176 days** | **0 days** |
| **Phase 1 Initial Operating Capability (IOC)** | **47 days** | **0 days** |
| **Planning Phase** | **47 days** | **0 days** |
| Project Kickoff Meeting | 5.5 days | 20 days |
| Detailed Process & Workflow Analysis Workshop | 5 days | 25 days |
| OnCall Dispatch Data Discovery Workshop | 17 days | 30 days |
| OnCall Dispatch Data Discovery Workshop | 3 days | 34 days |
| Customer gathers OnCall Data into spreadsheets for incorporation into the FDD | 10 days | 37 days |
| COTS Interface Questionnaire Completion | 5.5 days | 29.25 days |
| Customer completes COTS Interface Questionnaires | 5 days | 29.25 days |
| OnCall Dispatch GIS Requirements Review | 1.13 days | 25.5 days |
| OnCall Cloud Environment Creation | 5.01 days | 25.5 days |
| IOC Completion | 0.13 days | 30.51 days |
| **Phase 1 Final Operating Capability (FOC)** | **149.38 days** | **26.63 days** |
| **Staging Phase** | **17 days** | **30.64 days** |
| On Premise Local Software Server Installation and Configuration | 2 days | 30.64 days |
| VPN Connectivity to Cloud Program | 5 days | 32.64 days |
| Phase 1 COTS Interface Product Installation and Configuration | 10 days | 37.64 days |
| Phase 1 CommSys ConnectCIC Installation | 5.25 days | 38.64 days |
| **Design Phase** | **33.63 days** | **26.63 days** |

| | | |
|---|---|---|
| Functional Design Document | 24.49 days | 30.51 days |
| Functional Design & Data Definition Document Write-Up | 10 days | 30.51 days |
| Functional Design Document Review Session | 6 days | 42 days |
| Functional Design Document Finalization and Acceptance | 7 days | 48 days |
| Test Plan and Test Case Development | 5 days | 55 days |
| OnCall Dispatch GIS Consulting | 9 days | 26.63 days |
| OnCall Dispatch System Data Load | 5.25 days | 55 days |
| **Configuration Phase** | **64.24 days** | **30.64 days** |
| OnCall Dispatch Initial Configuration | 20 days | 60.25 days |
| OnCall Dispatch Initial Configuration | 10 days | 60.25 days |
| OnCall Dispatch Configuration Presentation & Workflow Review Workshop | 4.25 days | 71 days |
| OnCall Dispatch Final Configuration | 5 days | 75.25 days |
| OnCall Dispatch Mobile Unit Configuration | 5 days | 60.25 days |
| OnCall Dispatch Mobile Unit Initial Configuration | 1 day | 60.25 days |
| OnCall Dispatch Mobile Unit Configuration Presentation & Workflow Review Workshop | 1 day | 61.25 days |
| OnCall Dispatch Mobile Unit Final Configuration | 3 days | 62.25 days |
| OnCall Dispatch Mobile Responder Configuration | 3 days | 65.25 days |
| OnCall Dispatch Mobile Responder Initial Configuration | 1 day | 65.25 days |
| OnCall Dispatch Mobile Responder Configuration Presentation & Workflow Review Workshop | 1 day | 66.25 days |
| OnCall Dispatch Mobile Responder Final Configuration | 1 day | 67.25 days |
| OnCall Dispatch Fundamentals for Core Team | 9 days | 80.25 days |
| Phase 1 Standard Interface Product Installation and Configuration | 4 days | 30.64 days |

| | | |
|---|---|---|
| CAD to CAD OnCall Dispatch Interface (Tablet Command) | 1 day | 30.64 days |
| RapidSOS OnCall Call-Taker Interface | 1 day | 31.64 days |
| Fire Station Alerting OnCall Dispatch Interface (Station Alerting) | 1 day | 31.64 days |
| Dispatch Alerts OnCall Interface (PulsePoint) | 1 day | 32.64 days |
| Body Worn Camera OnCall Interface (Axon BWC) | 1 day | 33.64 days |
| **Testing Phase** | **25 days** | **94.75 days** |
| Customer Functional Testing - OnCall Dispatch | 10 days | 94.75 days |
| Customer Functional Testing | 5 days | 94.75 days |
| Customer Provides Blocker Error Report | 5 days | 99.75 days |
| Post Functional Testing | 15 days | 104.75 days |
| Customer Executes Test Plan Post Blocker Error Resolution | 5 days | 114.75 days |
| **Training Phase** | **31.5 days** | **119.75 days** |
| Initial Hexagon-Led Training | 11.5 days | 119.75 days |
| HxGN OnCall Dispatch \| Train the Trainer (TTT) 1st Shift | 10 days | 119.75 days |
| HxGN OnCall Dispatch \| Train the Trainer (TTT) 2nd Shift | 10 days | 119.75 days |
| OnCall Dispatch \| Mobile Unit Train-the-Trainer (TTT) | 7 days | 119.75 days |
| OnCall Dispatch \| Mobile Responder Train-the-Trainer (TTT) | 1.5 days | 129.75 days |
| Replicate Cloud Environments | 13.5 days | 119.75 days |
| **Cutover Phase** | **24.75 days** | **151.25 days** |
| CAD Phase 1 Cloud Cutover Plan | 6.63 days | 151.25 days |
| Hexagon Delivers Draft Cutover Plan | 0.13 days | 152.25 days |
| Customer Reviews and Approves Cutover Plan | 5 days | 152.38 days |
| CAD Phase 1 Cloud Program Readiness Review | 1 day | 157.88 days |
| CAD Phase 1 Cloud Cutover to Production Use - Week 1 | 6 days | 160 days |

| | | |
|---|---|---|
| CAD Phase 1 Cloud Cutover to Production Use - Week 2 | 5 days | 166 days |
| CAD Phase 1 Cloud Cutover to Production Use - Week 3 | 5 days | 171 days |
| **Phase 2 OnCall Dispatch** | **284.11 days** | **33.64 days** |
| CommSys ConnectCIC Surrounding States Data Mining (30 Calendar Days) | 20 days | 191 days |
| Configure Phase 2 Additional Transactions Access for CommSys ConnectCIC | 5 days | 191 days |
| OnCall Dispatch \| Offline Installation and Configuration | 6.13 days | 191 days |
| Custom Interface Requirements Gathering | 15.38 days | 191 days |
| CAD Query Interface to Axon RMS | 15.38 days | 191 days |
| Customer reviews ICD | 10 days | 192.63 days |
| Customer approves ICD | 3 days | 203.38 days |
| CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter) | 14.13 days | 191 days |
| Customer reviews ICD | 10 days | 191.88 days |
| Customer approves ICD | 3 days | 202.13 days |
| CAD Interface to Carbyne (NG911) | 15.38 days | 191 days |
| Customer reviews ICD | 10 days | 192.63 days |
| Customer approves ICD | 3 days | 203.38 days |
| Custom Interface Development | 10 days | 205.13 days |
| CAD Query Interface to Axon RMS | 4 days | 206.38 days |
| CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter) | 10 days | 205.38 days |
| CAD Interface to Carbyne (NG911) | 5 days | 206.38 days |
| Custom Interface Product Installation and Configuration | 7.75 days | 210.38 days |
| CAD Query Interface to Axon RMS | 1 day | 210.38 days |
| CAD Interface to Axon Fusus (Dispatch Alerts Interface Adapter) | 3 days | 215.13 days |

| | | |
|---|---|---|
| CAD Interface to Carbyne (NG911) | 3 days | 211.38 days |
| Phase 2 COTS Interface Product Installation and Configuration | 5 days | 191 days |
| Phase 2 Standard Interface Product Installation and Configuration | 217.36 days | 33.64 days |
| CAD to CAD OnCall Dispatch Interface (SREC) | 1 day | 192 days |
| CAD to CAD OnCall Dispatch Interface (LOGIS) | 7.5 days | 193 days |
| External Alarms OnCall Dispatch Interface (ASAP to PSAP) | 3 days | 191 days |
| External Alarms OnCall Dispatch Interface (Prepared911 - AI Call Triage) | 3 days | 194 days |
| Dispatch Alerts OnCall Interface (Axon Fusus) | 1 day | 200 days |
| Dispatch Alerts OnCall Interface (Prepared911) | 1 day | 201 days |
| PLT Radio OnCall Dispatch Interface (Motorola) | 1 day | 202 days |
| Consulting Services for Exacom | 1 day | 33.64 days |
| CAD Reassessment | 9 days | 191 days |
| CAD Reassessment Workshop | 3 days | 192 days |
| CAD Reassessment Workshop - Follow-up | 5 days | 195 days |
| OnCall Dispatch Smart Advisor Configuration Workshop 1 | 2 days | 196 days |
| OnCall Analytics - Dispatch Cloud Environment Configuration | 7 days | 191 days |
| OnCall Analytics Dispatch Training | 13 days | 198 days |
| Final Hexagon-Led Training | 7.88 days | 278.13 days |
| HxGN OnCall Dispatch System Administrator Training | 7.88 days | 278.13 days |
| CAD Phase 2 Cloud Cutover Plan | 6.63 days | 286 days |
| CAD Phase 2 Cloud Program Readiness Review | 2 days | 292.63 days |
| CAD Phase 2 Cloud Cutover to Production Use | 5 days | 294.63 days |
| Smart Advisor Workshop 2 | 1 day | 314.63 days |

# Attachment D – Training Curriculum

## HxGN OnCall Dispatch | Advantage System Administrator Training (Qty: 1)

The HxGN OnCall Dispatch | Advantage System Administrator course is a four-day, hands-on training class on how to configure and manage the OnCall system. During this course, the students will learn how to access the OnCall database and use available tools to administer and configure the system.

### MAJOR TOPICS

- Understanding the Environment
- Map Legend Management
- UI Editor
- Localized Strings
- Layout Manager
- Notification Configuration
- Custom Fields
- Parameter Management
- Deployment Configuration
- Response Plans Configuration
- Role Management
- Type Codes Management
- Agency Management
- Geographic
- Resources
- Change Management

### PREREQUISITES

- Customer Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate servers and workstations

### TRAINING DETAILS

| | |
|---|---|
| Method | Conducted on site by Hexagon Personnel |
| Target Audience | Personnel responsible for administering and supporting the system |
| Duration | Four (4) Business Days |
| Student Capacity | Six (6), with a maximum of one (1) student per workstation |

## HxGN OnCall Dispatch | Advantage Train-the-Trainer (Qty: 2)

HxGN OnCall Dispatch | Advantage Train-the-Trainer is a four (4)-day comprehensive course to familiarize communications personnel with the use of OnCall. Students will learn all of the essential functions of OnCall including navigating the application, entering and updating events, performing inquiries, handling units including updates and status changes, and communicating with other users. An introduction to the use of interfaces to such things as NCIC, state crime databases, and mobile units is also presented, if the interfaces are available. Students completing the course should have a good working knowledge of using HxGN OnCall Dispatch | Advantage.

This course also includes three (3) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

### MAJOR TOPICS

- Events – Creation, Updates, and Status Changes
- Mapping – Commands, Controls, and Views
- Units – Status Changes and Properties Updates
- Inquiries – Events, Units, and Employees
- Messaging – Send, Receive, and Attachments
- Using training guidelines and techniques for HxGN OnCall Dispatch | Advantage

### PREREQUISITES

- Customer Cloud Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate workstations

### TRAINING DETAILS

| | |
|---|---|
| Method | Conducted on site by Hexagon Personnel |
| Target Audience | Personnel responsible for training call-taking and dispatching staff |
| Duration | Four (4) days |
| Student Capacity | Twelve (12) |

## HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

### COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two (2)-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

This course also includes four (4) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

### MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

### PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer's workstation

### COURSE DETAILS

| | |
|---|---|
| Method | Conducted on site by Hexagon Personnel |
| Target Audience | Personnel responsible for training the field personnel that respond to CAD events |
| Duration | One (1) day |
| Student Capacity | Twelve (12) |

## Mobile Responder Train-the-Trainer (Qty: 1)

Mobile Responder training is a Train-the-Trainer course designed to train Agency trainers in the use of the Mobile Responder product.

### MAJOR TOPICS

- Using Mobile Responder on Smartphone or tablet
- Changing unit status
- Submitting inquiries
- Sending and receiving messages
- Updating unit properties
- Updating events
- Informer queries

### PREREQUISITES

- Responsibility for mobile computing operations
- Assignment of at least one person who has been through OnCall Dispatch training to perform necessary dispatching and other CAD functions
- Availability of customer-specific Mobile Responder configuration
- Availability of test or training Mobile Responder smartphone or tablet for use in class

### TRAINING DETAILS

| | |
|---|---|
| Method | Conducted on site by Hexagon Personnel |
| Target Audience | Designed for Mobile Responder Trainers |
| Duration | Half (1/2) day |
| Student Capacity | Twelve (12) |

# Attachment E – OnCall Cloud Specifications

[following this page]

# HxGN OnCall® Dispatch Suite

## System Specifications for Cloud Deployments

Release date: August 2024
Release version: 10.0.2309.4
Release type: Cloud
Released by: Hexagon Global Technology Center
Release method: Hexagon Global Software Delivery Process

## Copyright

© 2019-2024 Hexagon AB and/or its subsidiaries and affiliates. All rights reserved.

Warning: The product made the subject of this documentation, including the computer program, icons, graphical symbols, file formats, audio-visual displays and documentation (including this documentation) (collectively, the “Subject Product”) may be used only as permitted under the applicable software license agreement, and subject to all limitations and terms applicable to use of the Subject Product therein. The Subject Product contains confidential and proprietary information of Intergraph Corporation, a member of the Hexagon Group of companies (“Hexagon”), its affiliates, and/or third parties. As such, the Subject Product is protected by patent, trademark, copyright and/or trade secret law and may not be transferred, assigned, provided, or otherwise made available to any third party in violation of applicable terms and conditions cited further below.

## Terms of Use

By installing, copying, downloading, accessing, viewing, or otherwise using the Subject Product, you agree to be bound by the terms of the EULA found *here* (*https://legaldocs.hexagon.com/sig/Licenses/EULA_SA_SIG-Eng_062023.pdf*).

## Disclaimers

Hexagon and its suppliers believe the information in this publication is accurate as of its publication date. Hexagon is not responsible for any error that may appear in this document. The information and the software discussed in this document are subject to change without notice.

Language Translation Disclaimer: The official version of the documentation is in English. Any translation of this document into a language other than English is not an official version and has been provided for convenience only. Some portions of a translation may have been created using machine translation. Any translation is provided "as is.” Any discrepancies or differences occurring in a translation versus the official English version are not binding and have no legal effect for compliance or enforcement purposes. Hexagon disclaims any and all warranties, whether express or implied, as to the accuracy of any translation.

Reasonable efforts have been made to provide an accurate translation; however, no translation, whether automated or provided by human translators is perfect. If any questions arise related to the accuracy of the information contained in a translated version of documentation, please refer to its official English version. Additionally, some text, graphics, PDF documents, and/or other accompanying material may not have been translated.

## Links to Third-Party Websites

This document may provide links to third-party websites for your convenience and information. Third-party websites will be governed by their own terms and conditions. Hexagon does not endorse companies or products to which it links.

Third-party websites are owned and operated by independent parties over which Hexagon has no control. Hexagon shall not have any liability resulting from your use of the third-party website. Any link you make to or from the third-party website will be at your own risk and any information you share with the third-party website will be subject to the terms of the third-party website, including those relating to confidentiality, data privacy, and security.

Hexagon provides access to Hexagon international data and, therefore, may contain references or cross references to Hexagon products, programs and services that are not announced in your country. These references do not imply that Hexagon intends to announce such products, programs or services in your country.

## Trademarks

"Hexagon,” “Hexagon Safety, Infrastructure & Geospatial,” “Intergraph,” the Hexagon logo, and the Intergraph logo are registered trademarks of Hexagon AB or its subsidiaries.

Other brands and product names are trademarks of their respective owners.

## Revisions

Hexagon reserves the right to revise these terms at any time. You are responsible for regularly reviewing these terms. Your continued use of this document after the effective date of such changes constitutes your acceptance of and agreement to such changes.

## Contact Us

*Contact us https://hexagon.com/company/contact-us* with any questions regarding these terms.

# Contents

**General Notes** ..... **5**

**HxGN OnCall Dispatch Specifications - Cloud Only** ..... **6**

Cloud Access Network Specifications ..... 6
Browser Requirements ..... 6
Desktop Client Specifications ..... 7
OnCall Dispatch Client Workstations ..... 7
HxGN OnCall Records Client Workstations ..... 9
HxGN OnCall Analytics Client Workstations ..... 10
Mobile Client Specifications ..... 11
HxGN OnCall Dispatch | Mobile Unit Client Specifications ..... 11
HxGN OnCall Dispatch Mobile Handheld Client Specifications ..... 12
HxGN OnCall Dispatch | Tracker GPS Device Specifications ..... 13

**Technical Support** ..... **14**

Submit a Case Online ..... 14

# General Notes

This document provides the specifications for hardware required to support the HxGN OnCall® Dispatch Cloud Program. The system specifications included in this document apply to HxGN OnCall Dispatch Application Client specifications only. The HxGN OnCall Dispatch Cloud applications are cloud-hosted and the server components required to support the various customer configurations and resource needs are provided based on the Cloud Services documented in the associated Cloud Program Orders.

The client specifications in this document reflect technology that is currently considered standard and is routinely available from hardware vendors. These specifications should be used when purchasing new equipment. For customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration.

# HxGN OnCall Dispatch Specifications - Cloud Only

## Cloud Access Network Specifications

Some customers may want a dedicated connection to the Cloud platform provider. In the case of a dedicated connection, the specifications of that connection are agreed upon during contract negotiation and are separate from the system specifications contained in this document.

## Browser Requirements

For information on the browsers that were verified for this release see the *HxGN OnCall Dispatch Supported Environments*. Any other browsers or versions of browsers should be verified and tested before deployment to production use.

# Desktop Client Specifications

## OnCall Dispatch Client Workstations

| Item | Specification |
|---|---|
| Processors | i5 processor or greater<br>(Minimum 4 cores) |
| Memory | 16 GB minimum; 32 GB recommended |
| Internal Disk | 80 GB or greater<br>(Solid State is recommended but not required.)[1] |
| OS | Windows 10 64-bit<br>Apple® Mac OS X |
| Video | 1920x1080 resolution display or better |

| | |
|---|---|
| Graphics Card | NVIDIA Quadro 4000 (2 GB GDDR5 PCI)<br>Minimum: 256 MB PCI-Express x16 video card<br>Recommended:<br>● NVIDIA® QuadroTM K620 2 GB video card<br>● High Performance: 2 x NVIDIA<br>● GeForceTM GTX 970 4 GB video card<br>● GPU Considerations:<br>● Minimum of 2 GB of video RAM recommended<br>● NVIDIA® Maxwell-based or better GPU recommended<br>● Intel® Quick Sync Video is recommended only if the Intel discrete graphics card is directly connected to a display device.<br>● Two or more graphic cards can be used to support different monitors individually. To have the video decoding done on the card, at least one monitor must be connected to each card.<br> NVIDIA SLI™ bridge is not supported. |
| Example Hardware | Dell OptiPlex 3000 series |

[1] *The OS and client application require ~80 GB of space.*

## HxGN OnCall Records Client Workstations

| Item | Specification |
|---|---|
| Processors | i3-2350M Processor or greater<br>(Not ARM) |
| Memory | 8 GB |
| Internal Disk | 80 GB or greater |
| OS | Windows 10 64-bit |
| Video | 1024x768 resolution display or better |
| Webcam (optional)[1] | Any Windows-compatible webcam |
| Example Hardware | Dell or HP compatible |

[1] *Webcam only needed to use optional image capture feature.*

## HxGN OnCall Analytics Client Workstations

| Item | Specification |
|---|---|
| Processors | i3-2350M Processor or greater<br>(Not ARM) |
| Memory | 8 GB |
| Internal Disk | 80 GB or greater<br>(Solid State is recommended but not required.)[1] |
| OS | Windows 10 64-bit |
| Video | 1920x1080 resolution display or better |
| Example Hardware | Dell OptiPlex 3000 series |

[1] *The OS and client application require ~80 GB of space.*

# Mobile Client Specifications

## HxGN OnCall Dispatch | Mobile Unit Client Specifications

| Item | Specification |
|---|---|
| Processors | i5 processor or greater<br>(Minimum 4 cores) |
| Memory | 16 GB minimum; 32 GB recommended[1] |
| Internal Disk | 500 GB or greater<br>(Solid State is recommended but not required.)[2] |
| OS | Windows 10[3]<br>Windows 11 |
| Video | 1024x768 resolution display<br>Touch screen is recommended. |
| Ports | RS-232 Serial\USB |
| NIC | 1 GB physical and Wireless (WiFi and/or Cellular)<br>3G or 4G is recommended of cellular wireless data connectivity, either built-in or attached using a USB port. |
| Example Hardware | Panasonic, Dell, or Samsung |

[1] *Mobile Unit memory requirements are dependent on what other applications are being used, such as field-based reporting, third-party citation application, and so forth.*

[2] *The OS and Mobile Unit application require ~80 GB of space. If pictometry or other data resides on the device, then additional space is required.*

[3] *Mobile Unit does not support Google® Android™ or Apple™ iOS™. It is a Windows-only product. Windows RT (Windows using ARM Processor) is not supported.*

# HxGN OnCall Dispatch Mobile Handheld Client Specifications

- Apple Inc.® devices (iPhone® and iPad®) with iOS 12.0 or greater (Tested using iPhone 6s, iPhone X, iPad Pro, and iPad Air 2)
- Google LLC Android devices with OS versions 10.0 or greater (Tested using Galaxy S9 and Pixel 3 XL)

Certification has been performed on a limited number of devices due to the extreme diversity in the Android market. Testing has been performed with the platforms and devices listed above. While other devices are certainly viable, Hexagon strongly recommends customers to test with a single device before purchasing large quantities.

# HxGN OnCall Dispatch | Tracker GPS Device Specifications

Hexagon AVL products only support the protocols listed below. Devices that support one of these protocols should be compatible with the HxGN OnCall Dispatch | Tracker product.

Protocols supported:

- NMEA (National Marine Electronics Association)
- TAIP (Trimble ASCII Interface Protocol)
- OpenSky Subscriber Application Interface (M/A-COM Tyco Electronics – Revision 1.3)
- BlueTree (IO Management and Event Reporting for the BlueTree 4000 and 5000 Series – Version 1.0)
- OMA/MLP

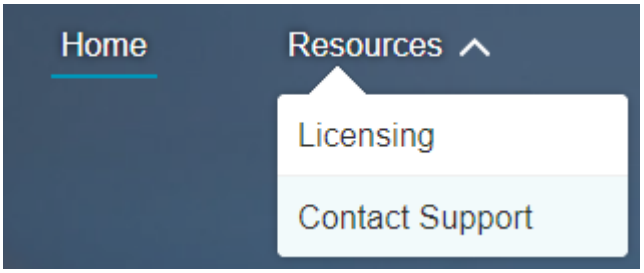
# Technical Support

Hexagon's Safety, Infrastructure & Geospatial division provides several ways to contact Support, including online case submission and phone support. For general Hexagon information, call 800-345-4856 (US). For phone support, see the *Contact Support page https://supportsi.hexagon.com/help/s/contactsupport?language=en_US*.

## Submit a Case Online

Hexagon provides an online method of requesting support 24/7.

1. Go to the *Support page https://hexagon.com/support-success/safety-infrastructure-geospatial*.
2. Click **Log in**.
3. Type your username and password, and click **Log in**.
4. From the **Resources** list, select **Contact Support**.




   The **Contact Support** page displays.
5. Click **Online case submission**.

# Attachment F – System Configuration Diagram

[following this page]

HEXAGON

# *City of Spokane, WA*
# *OnCall Dispatch*
# *HxGN Private Cloud*

**March 2026**

***TOC & Customer Site Equipment***

**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

**TABLE OF CONTENTS**


| | |
|---|---|
| **TOC & Customer Site Equipment** | **Page 1** |
| **OnCall Dispatch Architecture Diagram** | **Page 2** |
| **Active Directory Diagram** | **Page 3** |
| **Production OnCall Cloud Environment** | **Page 4** |
| **Test & Training OnCall Cloud Environment** | **Page 5** |
| **Notes** | **Page 6** |


## OnCall Dispatch Advantage Workstations

**Recommended Specifications:**
Windows 10/11 Professional
Modern Web Browser (Chrome)
CPU:
Quad core (or more) Intel i5, i7 or i9 - 8th Generation or later
Quad core (or more) AMD Ryzen 5, 7 or 9 - 2000 series or later
No ARM CPU architecture
Memory: 16GB min (32GB recommended)
Storage: 500GB (SSD recommended)
Display: Dual 21" 1920 x 1080 or larger
Graphics card: NVIDIA
Networking: 1GbE

## On-Premise Communications/Interface Server

**Recommended Specifications:**
Processors: 16 cores
Memory: 64 GB
OS disk space – 2 480GB Drives and 2 1.9TB Drives
Network: Single 1 Gb required
Windows Server 64-bit 2022 Standard or DataCenter

## OnCall Mobile Unit Mobile Data Computers

**Recommended Specifications:**
Windows 10/11 Professional
Modern Web Browser (Chrome)
CPU:
Quad core (or more) Intel i5, i7 or i9 - 8th Generation or later
Quad core (or more) AMD Ryzen 5, 7 or 9 - 2000 series or later
No ARM CPU architecture
Memory: 16GB min (32GB recommended)
Storage: 500GB (SSD recommended)
Display: 1024 x 768 or higher, touchscreen recommended
Wired networking: 1GbE
Wireless networking: WiFi, built in or USB 4G LTE or 5G for cellular connectivity

## Mobile Responder Smartphones/Tablets

**Recommended Specifications:**
iOS™ 12 or greater
Google® Inc. Android™ devices with OS versions 9.0 or greater

## Mapping Software

ArcGIS GIS Server Standard 11.x **(Qty: 4)**
Network Analyst extension to ArcGIS GIS Server 11.x **(Qty: 4)**
ArcGIS Professional for Enterprise 3.x **(Qty: 1)**
Network Analyst extension for ArcGIS Professional Enterprise 3.x **(Qty: 1)**

HEXAGON

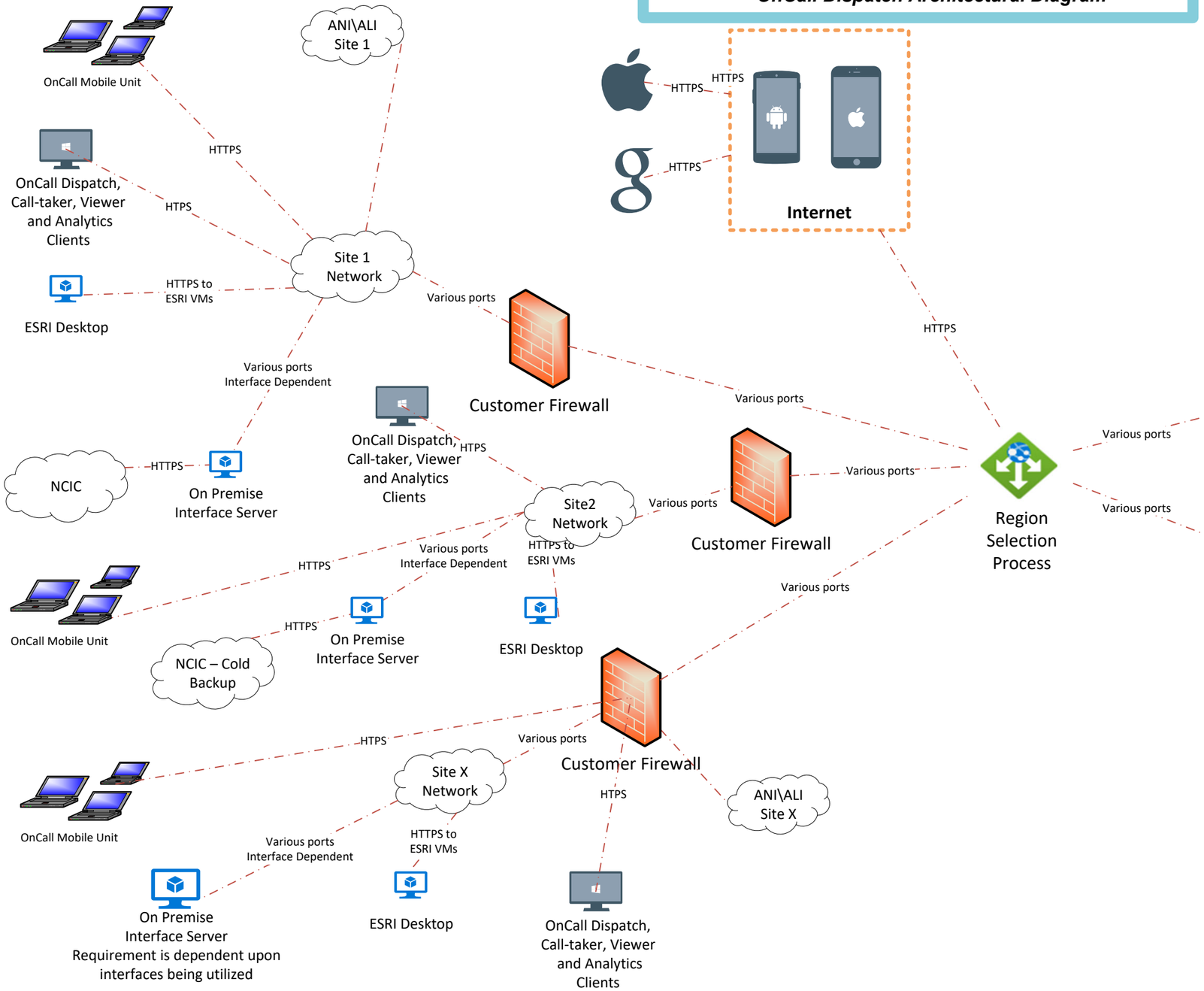
# *City of Spokane, WA*
# *OnCall Dispatch*
# *HxGN Private Cloud*

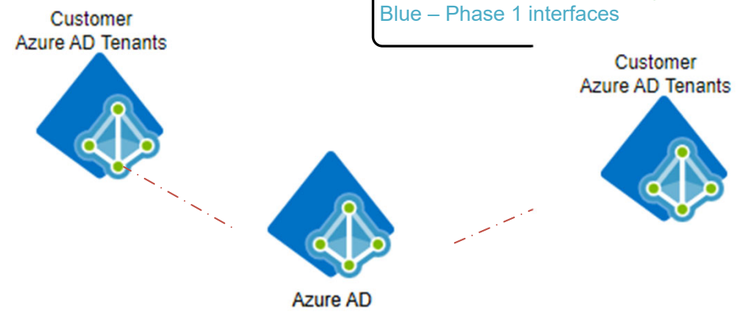
**March 2026**

***OnCall Dispatch Architectural Diagram***

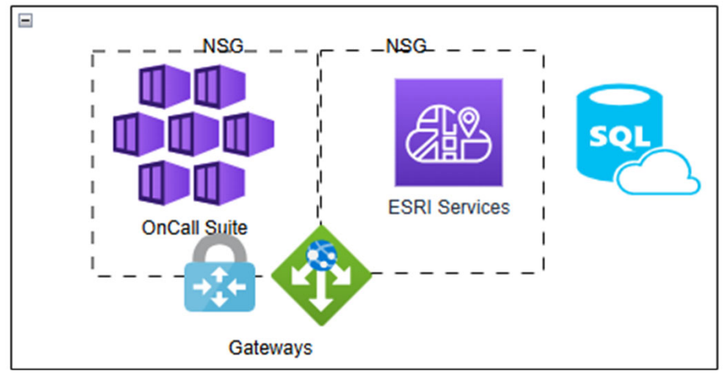
**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

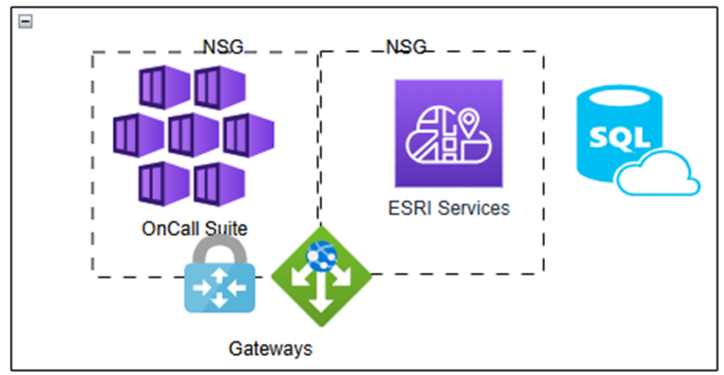



Region 1




Region 2




Production, Testing, Training, Disaster Recovery (Secondary Azure Region)

HEXAGON

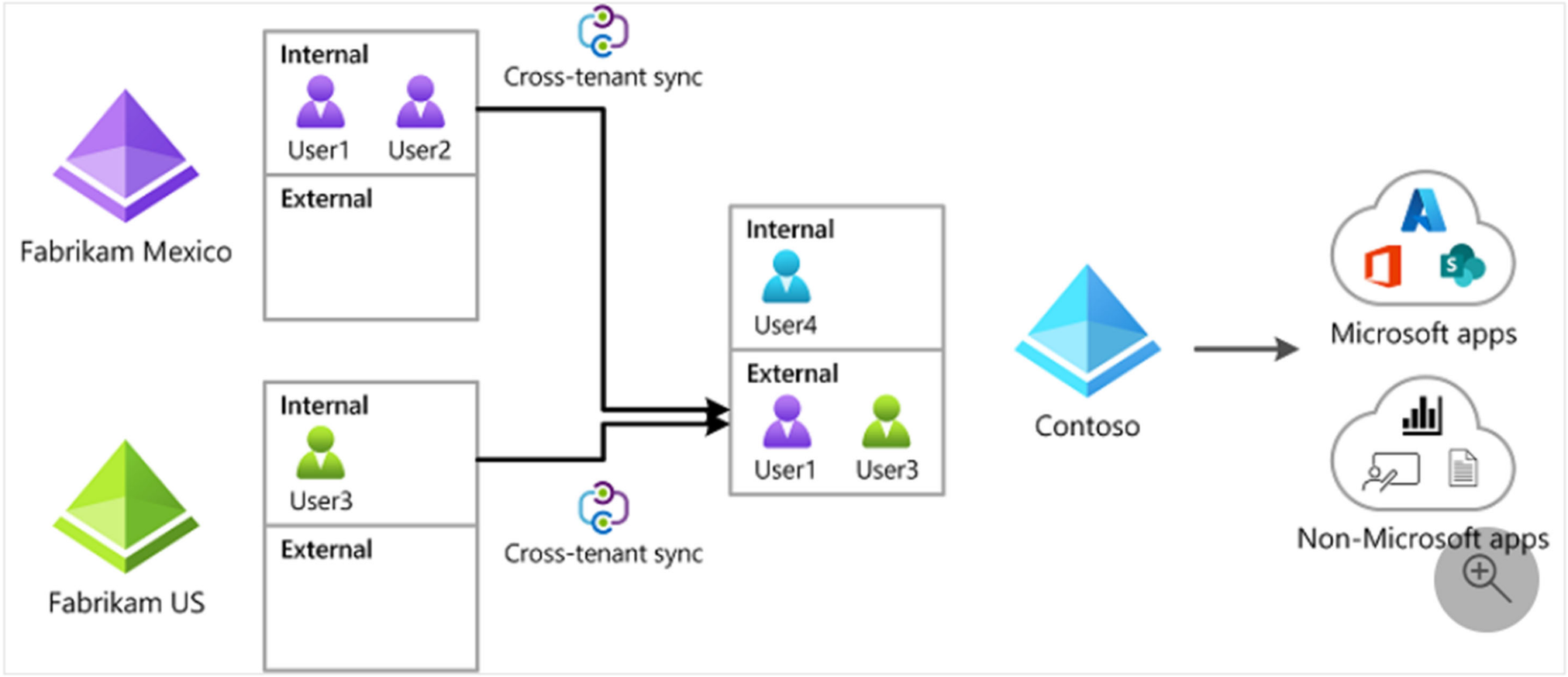
# *City of Spokane, WA*
# *OnCall Dispatch*
# *HxGN Private Cloud*

**March 2026**

***Active Directory Diagram***

**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces




https://learn.microsoft.com/en-us/entra/identity/multi-tenant-organizations/cross-tenant-synchronization-overview

HEXAGON

# City of Spokane, WA
# OnCall Dispatch
# HxGN Private Cloud

**March 2026**

***Production Cloud Environment***

**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

## *OnCall Cloud Environment*

**OnCall Dispatch Cloud Environment**
***(includes high availability and disaster recovery)***

**HxGN OnCall HA Web Services:**
HxGN OnCall Dispatch | Advantage* **(Qty: 17)**
HxGN OnCall Dispatch | ESRI Map Control **(Qty: 17)**
HxGN OnCall Dispatch | Scheduling & Facilities **(Qty: 17)**
HxGN OnCall Dispatch | Advanced Mapping **(Qty: 17)**
HxGN OnCall Dispatch | Resource Management **(Qty: 17)**
HxGN OnCall Dispatch | Viewer **(Qty: 28)**
HxGN OnCall Dispatch | Mobile Unit** **(Qty: 45)**
HxGN OnCall Dispatch | Mobile Responder** **(Qty: 50)**
HxGN OnCall Mobile Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Server **(Qty: 4)**
HxGN OnCall Dispatch | Customer Rules Engine Client CCU **(Qty: 17)**
HxGN OnCall Dispatch | Smart Advisor **(Qty: 45)**
HxGN OnCall Dispatch | Smart Advisor Mobile **(Qty: 45)**
HxGN Connect Tenant Access
HxGN Connect Live Share | Smart Advisor
HxGN Connect Smart Advisor | Incident Agents
HxGN Connect Smart Advisor | Unit Agents
HxGN Connect Interface | OnCall Dispatch Cloud Smart Advisor
HxGN OnCall Dispatch | Smart Advisor Notifier

**Includes ANI/ALI spill*
***Includes AVL*

**OnCall Analytics Cloud Environment**
***(includes high availability and disaster recovery)***

HxGN OnCall Analytics | Dispatch Advantage

**OnCall Dispatch Cloud Environment (cont.)**
***(includes high availability and disaster recovery)***

**COTS Interfaces:**
HxGN OnCall Dispatch | RestAPI **(Qty: 2)**
HxGN OnCall Dispatch | Backup **(Qty: 1)**
HxGN OnCall Dispatch | Informer **(Qty: 1)**
*- to NCIC*
*- Axon RMS*
HxGN OnCall Dispatch | Tracker CCU **(Qty: 45)**
*- for radio*
HxGN OnCall Dispatch | Call-Taker Interface **(Qty: 3)**
*- for RapidSOS*
*- for Prepared911*
*- for NG911 (Carbyne)*
HxGN OnCall Dispatch | Notifications
*- for Email*
HxGN OnCall Dispatch | Fire Link
*- for ESO*
HxGN OnCall Dispatch | CAD Link
*- for Axon RMS*
*- for SalesForce*
*- for Axon my90*
HxGN OnCall Dispatch | PTT
*- for Motorola*
HxGN OnCall Dispatch | Geocoding
*- for What3Words*

**Standard Interfaces:**
Body Worn Camera OnCall Interface
*- for Axon BWC*
CAD to CAD OnCall Dispatch Interface **(Qty: 3)**
*- to SREC*
*- to Tablet Command*
*- to Logis*
External Alarms OnCall Dispatch Interface **(Qty: 2, 1)**
*- to School Alarms*
*- to ASAP to PSAP*
*- to Prepared911 (AI Call Triage)*
RapidSOS OnCall Call-Taker Interface
Dispatch Alerts OnCall Interface **(Qty: 3)**
*- for Axon Fusus*
*- for Prepared911*
*- for PulsePoint*
PLT Radio OnCall Interface **(Qty: 1)**
*- for Motorola*
Fire Station Alerting OnCall Interface **(Qty: 1)**
*- for Station Alerting*

**Custom Interfaces:**
NG911 (Carbyne)

**Consulting Services:**
Exacom

## *OnCall On-Premise Environment (Site 1)*

**Communications/Interface On-Premise Server #1a**
**(Production)**
Windows Server
ANI/ALI Interface (included with OnCall Dispatch)

**Informer-related Interfaces**
NCIC (for CAD)
Query Axon RMS

**Third Party Product**
CommSys ConnectCIC (for NCIC)

*Note: VPN may be required for connection to the cloud environment.*

**OnCall Dispatch Advantage Production Clients**

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA **(Qty: 17)**
HxGN OnCall Dispatch | Offline **(Qty: 24)**

## *OnCall On-Premise Environment (Site 2)*

**Communications/Interface On-Premise Server #1c**
**(Cold Backup)**

Windows Server
ANI/ALI Interface (included with OnCall Dispatch)

**Third Party Product**
CommSys ConnectCIC (for NCIC)

*Note: VPN may be required for connection to the cloud environment.*

**OnCall Dispatch Advantage Backup Client**

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface **(Qty: 17)**

# City of Spokane, WA
# OnCall Dispatch
# HxGN Private Cloud

**March 2026**

***Test & Training Cloud Environment***

**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

## *OnCall Cloud Environment*

### OnCall Dispatch Development (Test) Cloud Environment

**HxGN OnCall HA Web Services:**
HxGN OnCall Dispatch | Advantage* **(Qty: 17)**
HxGN OnCall Dispatch | ESRI Map Control **(Qty: 17)**
HxGN OnCall Dispatch | Scheduling & Facilities **(Qty: 17)**
HxGN OnCall Dispatch | Advanced Mapping **(Qty: 17)**
HxGN OnCall Dispatch | Resource Management **(Qty: 17)**
HxGN OnCall Dispatch | Viewer **(Qty: 28)**
HxGN OnCall Dispatch | Mobile Unit** **(Qty: 45)**
HxGN OnCall Dispatch | Mobile Responder** **(Qty: 50)**
HxGN OnCall Mobile Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Server **(Qty: 2)**
HxGN OnCall Dispatch | Customer Rules Engine Editor CCU **(Qty: 1)**
HxGN OnCall Dispatch | Customer Rules Engine Client CCU **(Qty: 17)**
HxGN OnCall Dispatch | RestAPI **(Qty: 2)**

*Test interface licenses are available for all proposed interfaces. However, implementation is subject to customer's ability to provide connectivity to the applicable system.*

### OnCall Dispatch Staging (Training) Cloud Environment

**HxGN OnCall Web Services:**
HxGN OnCall Dispatch | Advantage MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Viewer MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Resource Management MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Scheduling & Facilities MTR CCU **(Qty: 5)**
HxGN OnCall Dispatch | Customer Rules Engine Adv Client MTR **(Qty: 5)**
HxGN OnCall Dispatch | Customer Rules Engine Server
HxGN OnCall Dispatch | Mobile Unit MTR CCU** **(Qty: 5)**
HxGN OnCall Dispatch | RestAPI **(Qty: 1)**

*Training interface licenses are available for an additional cost for all proposed interfaces. However, implementation is subject to customer's ability to provide connectivity to the applicable system.*

### E-Learning*

Dynamo Curriculum HxGN OnCall Dispatch Admin (Qty: **6**)
Dynamo Curriculum HxGN OnCall Analytics Admin (Qty: **6**)

**Each license lasts for one year and can be renewed upon request.*

## *OnCall On-Premise Environment*

### OnCall Dispatch Advantage Staging (Training) Clients

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface MTR **(Qty: 5)**

### OnCall Dispatch Advantage Development (Test) Clients

Windows 10/11 Professional
HxGN OnCall Dispatch | ProQA Interface **(Qty: 17)**

# City of Spokane, WA
# OnCall Dispatch
# HxGN Private Cloud

**March 2026**

***Notes***

**Color Legend**

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
Blue – Phase 1 interfaces

**Client Notes:**

1. Hexagon recommends the Customer have a dedicated highly available separate instance of the map for OnCall to access. However, OnCall Dispatch Advantage can use the Customer's map source via a URL provided by the Customer.

**General Notes:**

1. Hexagon and the Customer will work together to establish communication to the Hexagon Cloud and integrate Domain Name System (DNS) infrastructure of Hexagon Private Cloud and Customer-provided DNS infrastructure.

2. Each web client connection consumes roughly 2-5 Mbps, so the network between the clients and the Hexagon Private Cloud must have sufficient capacity to handle all concurrent clients.

3. All workstations, PCs, laptops, and specified peripheral hardware provided by the Customer are assumed to meet the specifications delineated on this diagram.

4. Hexagon assumes that the Customer will provide WAN communications, including wireless network communications.

5. This configuration depicts the system designed for automatic failover within the same region. Failover to a secondary region will be manual due to the latency between regions.

6. This Configuration Diagram illustrates the proposed hardware and software configuration at the time of submission. During implementation, the Hexagon Implementation Team, or a Hexagon subcontractor, may alter this configuration to reflect the negotiated system or alter the location of software to take advantage of efficiencies determined following submission.

7. Non-production interface licenses are available for proposed interfaces. However, implementation is subject to Customer's ability to provide connection to the applicable system. All third-party external interface connections required for non-production Environments are the responsibility of the Customer and/or third-party vendor(s).

8. The OnCall test environment is sized for functional testing. If the Customer desires to perform load testing in the test environment, then arrangements will have to be made to size the test environment accordingly.

9. HxGN OnCall Mobile Server is a no-cost administration tool used to manage the Mobile Responder app.

10. CCU refers to concurrent client user.

11. Hexagon assumes that the customer will provide all client access licenses (CALs) to maintain system compliancy with Microsoft policy.

12. Metered Training Licenses: metered training licenses have been proposed for 176 hours per license to be used in the training environment for training. The Customer can purchase additional 176-hour bundles as needed for additional cost.

# Attachment G – CAD/Mobile Functional Specifications Matrix

[following this page]

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 1 | Call Handling / CAD Event Creation | Call Handling | Import and update, automatically upon user command, automatic number information (ANI) and automatic location information (ALI) to an event being created or updated. | HxGN OnCall Dispatch \| Viewer<br><br>HxGN OnCall Dispatch \| Call-Taker |
| 2 | Call Handling / CAD Event Creation | Call Handling | Import (automatically) an event that has been created on a Mobile client. | HxGN OnCall Dispatch \| Mobile Unit |
| 3 | Call Handling / CAD Event Creation | CAD Event Types | Allow for system administrator defined CAD event types or nature codes. | HxGN OnCall Dispatch \| Viewer |
| 4 | Call Handling / CAD Event Creation | CAD Event Types | Provide the capability to create an event, assign a unit, and close the event with a disposition without going through the dispatch process steps. | HxGN OnCall Dispatch \| Viewer |
| 5 | Call Handling / CAD Event Creation | CAD Event Types | Provide the capability to flag an event as a “Advised Event” separate from the event type/nature code. | HxGN OnCall Dispatch \| Viewer |
| 6 | Call Handling / CAD Event Creation | Update Event Information | Display a notification of the event update at each appropriate CAD position whenever an active event record is updated, as determined by the system’s configuration. | HxGN OnCall Dispatch \| Viewer |
| 7 | Call Handling / CAD Event Creation | Update Event Information | Create an automatic time/date stamp for every transaction related to an event, and store the responsible operator’s identification (ID), the position ID, and the nature of the change. | HxGN OnCall Dispatch \| Viewer |
| 8 | Call Handling / CAD Event Creation | Update Event Information | Add audit records to the event history or store audit records in the CAD system’s audit log file in chronological order; and, provide a complete historical audit of all event activity (e.g., comments, unit status changes, license plate information, field updates). | HxGN OnCall Dispatch \| Viewer |
| 9 | Call Handling / CAD Event Creation | Update Event Information | Store old entry information, with the appropriate date, time, operator ID, and console stamps if the new entry replaces existing information in the event record. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 10 | Call Handling / CAD Event Creation | Update Event Information | Enable the audit information to be retrieved and printed when event information is displayed in Chronology. | HxGN OnCall Dispatch \| Operational Reports |
| 11 | Call Handling / CAD Event Creation | Update Event Information | Support ease of entry for supplemental event information and changes to existing event information using update event. Event comments cannot be changed, only new comments added. | HxGN OnCall Dispatch \| Viewer |
| 12 | Call Handling / CAD Event Creation | Update Event Information | Supplemental data entry is associated to an event. The Supplemental data entry form can be displayed by specifying either the event number or a unit assigned to the event. | HxGN OnCall Dispatch \| Viewer |
| 13 | Call Handling / CAD Event Creation | Update Event Information | A user can update information previously entered into a CAD event by specifying either the event number or a unit assigned to the event. | HxGN OnCall Dispatch \| Viewer |
| 14 | Call Handling / CAD Event Creation | Update Event Information | Audible and visual alerts can be configured within OnCall Dispatch so CAD users (including Mobile users) are alerted where updates are made to events that the user is assigned to or covering. | HxGN OnCall Dispatch \| Viewer |
| 15 | Call Handling / CAD Event Creation | Update Event Information | Allow the user to update fields in the event record including supplemental information (except system-generated data such as times and date stamps, operator identification information, ANI/ALI information, and CAD position that completed a CAD transaction). | HxGN OnCall Dispatch \| Viewer |
| 16 | Call Handling / CAD Event Creation | Update Event Information | Updates to an event and supplemental information are tracked as part of event chronology | HxGN OnCall Dispatch \| Viewer |
| 17 | Call Handling / CAD Event Creation | Update Event Information | Update event form is used to change event information | HxGN OnCall Dispatch \| Viewer |
| 18 | Call Handling / CAD Event Creation | Update Event Information | Allow the user to update a unit's most recent event by entering the unit's identification or any unit that is currently assigned. | HxGN OnCall Dispatch \| Viewer |
| 19 | Call Handling / CAD Event Creation | Update Event Information | Send notifications to affected users when an event is updated. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 20 | Call Handling / CAD Event Creation | Update Event Information | Users can update the following for a closed event without needing to reopen it:<br>- Change the disposition code<br>- Add a cross referenced event<br>- Add remarks | HxGN OnCall Dispatch \| Advantage |
| 21 | Call Handling / CAD Event Creation | Determine Dispatch Need | User can cancel an event to close it when it is determiend the event does not require assignment of a resource. | HxGN OnCall Dispatch \| Essentials |
| 22 | Call Handling / CAD Event Creation | Determine Dispatch Need | Cancelling an event allows user to enter a disposition code and comments upon cancellation. | HxGN OnCall Dispatch \| Essentials |
| 23 | Call Handling / CAD Event Creation | Event Disposition | Dispositions can be assigned to an event upon its closure, either by the dispatcher or the Mobile user. | HxGN OnCall Dispatch \| Essentials |
| 24 | Call Handling / CAD Event Creation | Event Disposition | Configuration is available to close an event automatically when the last unit clears from the event, or to leave the event in an "awaiting closure" status. | HxGN OnCall Dispatch \| Essentials |
| 25 | Call Handling / CAD Event Creation | Event Disposition | Provide the ability for system administrators to define disposition codes. | HxGN OnCall Dispatch \| Viewer |
| 26 | Call Handling / CAD Event Creation | Event Classification and Prioritization | CAD user must select an appropriate event type from a pre-defined list of codes based on infromation provided by the caller. | HxGN OnCall Dispatch \| Viewer |
| 27 | Call Handling / CAD Event Creation | Event Classification and Prioritization | In a multiple dispatch agency or jurisdiction environment, users can create multiple events with a single event entry (e.g. a shooting event type would create a law enforcement, EMS, and possibly a fire event). | HxGN OnCall Dispatch \| Viewer |
| 28 | Call Handling / CAD Event Creation | Event Classification and Prioritization | A event can be created with only the location and event type code entered. | HxGN OnCall Dispatch \| Viewer |
| 29 | Call Handling / CAD Event Creation | Event Classification and Prioritization | A user can upgrade or downgrade the event to fit the reported event by changing the priority or changing the event type for the event using update event. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 30 | Call Handling / CAD Event Creation | Event Classification and Prioritization | Drop down lists of event types and event sub types are available to assist users in determining the best type codes for an event. | HxGN OnCall Dispatch \| Viewer |
| 31 | Call Handling / CAD Event Creation | Event Classification and Prioritization | Users can use the call stacking feature in Call-Taker to interrupt the event creation process and save entered information, which may be applicable in situations such as to process a higher priority incoming event. | HxGN OnCall Dispatch \| Call-Taker |
| 32 | Call Handling / CAD Event Creation | Event Classification and Prioritization | A warning notification is generated and appears to a user when stacked events still exist after a configured amount of time. | HxGN OnCall Dispatch \| Call-Taker |
| 33 | Call Handling / CAD Event Creation | Event Classification and Prioritization | The number of partial events (stacked events) that can be stacked by a single role is administrator configurable system parameter. | HxGN OnCall Dispatch \| Call-Taker |
| 34 | Call Handling / CAD Event Creation | Event Classification and Prioritization | Users can override the event priority for an agency using update event. | HxGN OnCall Dispatch \| Viewer |
| 35 | Call Handling / CAD Event Creation | Event Classification and Prioritization | Dispatchers can preempt an assigned unit from an event and dispatch that unit to a higher priority event. Recommend unit can be configured to recommend assigned units to a higher priority event. | HxGN OnCall Dispatch \| Essentials |
| 36 | Call Handling / CAD Event Creation | Event Classification and Prioritization | All active events (pending and assigned) are shown in appropriate administrator-configured event boards. | HxGN OnCall Dispatch \| Call-Taker |
| 37 | Call Handling / CAD Event Creation | Event Classification and Prioritization | A user can select one of their partially completed events (stacked event) and complete the event entry. | HxGN OnCall Dispatch \| Call-Taker |
| 38 | Call Handling / CAD Event Creation | Duplicate Events | The event chronology will show details of any events that have been marked as duplicate by a user. | HxGN OnCall Dispatch \| Call-Taker |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 39 | Call Handling / CAD Event Creation | Duplicate Events | During the create event process, a user can be shown a list of events that are nearby (configurable radius) to the event location for the event being created to assist the user to identify potential duplicate events. | HxGN OnCall Dispatch \| Call-Taker |
| 40 | Call Handling / CAD Event Creation | Duplicate Events | Provide the ability for system administrators to change the nearby event search radius. | HxGN OnCall Dispatch \| Advantage |
| 41 | Call Handling / CAD Event Creation | Duplicate Events | The following nearby event informaton is shown to users when nearby events are detected:<br>- Event ID<br>- Type of event<br>- Location of the event<br>- Status of the event | HxGN OnCall Dispatch \| Viewer |
| 42 | Call Handling / CAD Event Creation | Duplicate Events | Users can create a new event and link the event to the primary event records (using cross reference event function) or, to merge any new information contained in a duplicate event into the main event record associated with the identified duplicate CAD event (duplicate event function). | HxGN OnCall Dispatch \| Viewer |
| 43 | Call Handling / CAD Event Creation | Duplicate Events | Users can reopen events that they believe are duplicates of others. Once the event is reopened they can mark the event as duplicate and route the reopened event through the dispatch process. | HxGN OnCall Dispatch \| Viewer |
| 44 | Call Handling / CAD Event Creation | Duplicate Events | Cross-reference events to the primary event records, leave both events open and provides a link to other cross referenced event. | HxGN OnCall Dispatch \| Viewer |
| 45 | Call Handling / CAD Event Creation | Event Information | The minimal data required to create an event is event location and event type. | HxGN OnCall Dispatch \| Viewer |
| 46 | Call Handling / CAD Event Creation | Event Information | Once an event is created with a minimum of event location and event type it can be dispatched. | HxGN OnCall Dispatch \| Essentials |
| 47 | Call Handling / CAD Event Creation | Event Information | Once an event is created it can be updated (update event) by the same calltaker or other users when additional information is obtained. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 48 | Call Handling / CAD Event Creation | Event Information | ANIALI standard interfaces are provided and if connected are used to populate the create event form with data from the ANIALI interface. | HxGN OnCall Dispatch \| Call-Taker |
| 49 | Call Handling / CAD Event Creation | Event Information | Users have the ability to enter unlimited event comments within an event. The event comments have a wrap-around feature. | HxGN OnCall Dispatch \| Viewer |
| 50 | Call Handling / CAD Event Creation | Event Information | ANIALI data can be used to automatically populate caller details for an event. ANIALI updates can also update the event while in create mode providing the calltaker with the latest ANIALI information | HxGN OnCall Dispatch \| Call-Taker |
| 51 | Call Handling / CAD Event Creation | Determining Capture Locations | HxGN OnCall Dispatch provides a range of standard ANIALI interface configurations that can be used to update key information in the CAD event form such as event location, caller phone number, call source and caller location. | HxGN OnCall Dispatch \| Call-Taker |
| 52 | Call Handling / CAD Event Creation | Determining Capture Locations | ANIALI updates can be received in OnCall Dispatch and will insert key data into the event entry form. The system can be configured to prompt the user that update ANIALI is received if they want to update the form. | HxGN OnCall Dispatch \| Call-Taker |
| 53 | Call Handling / CAD Event Creation | Location Verification | OnCall uses geospatial services to conduct location verifications. The results of how a location is verified and presented to the OnCall users is dependent on the external geospatial services configured. | HxGN OnCall Dispatch \| Viewer |
| 54 | Call Handling / CAD Event Creation | Location Verification | Once ANIALI information is populated on the create event form a user can modify this information if it is not correct. | HxGN OnCall Dispatch \| Call-Taker |
| 55 | Call Handling / CAD Event Creation | Location Verification | The event location that is entered by a user is verified against the geocoding service that is configured in OnCall Dispatch. | HxGN OnCall Dispatch \| Viewer |
| 56 | Call Handling / CAD Event Creation | Location Verification | The location verification process can provide various suggestions of correct locations if the configured geocoding service provides this information. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 57 | Call Handling / CAD Event Creation | Location Verification | Customers can configure common place names with the system which can be used as aliases for common locations. | HxGN OnCall Dispatch \| Viewer |
| 58 | Call Handling / CAD Event Creation | Location Verification | GIS administrators can create map layers to indicate jurisdictional boundaries which can be shown as overlays on the CAD map, and users can toggle these overlays on and off as needed. | HxGN OnCall Dispatch \| Viewer |
| 59 | Call Handling / CAD Event Creation | Location Verification | A user can enter an event location that is unverifiable (location does not exist in geocoder) and manually enter agency response details such as agency and beat and accept the event which can then be dispatched based on the manual agency response data entered. | HxGN OnCall Dispatch \| Viewer |
| 60 | Call Handling / CAD Event Creation | Location Verification | A user can enter part of a location and the system will try to verify this against the configured geospaital services and present potential matches to the user. | HxGN OnCall Dispatch \| Viewer |
| 61 | Call Handling / CAD Event Creation | Location Verification | A user can enter an event comment as a reason why they entered an unverified location and overrode the agency response. | HxGN OnCall Dispatch \| Viewer |
| 62 | Call Handling / CAD Event Creation | Location Verification | During event creation once the event location is verified it will appear on the CAD map so the call-taker can see the location in relation to other active events on the system's map. | HxGN OnCall Dispatch \| Viewer |
| 63 | Call Handling / CAD Event Creation | Retrieve Incoming Calls | Systems with an ANIALI interface configued can transfer the ALI data form the telephony system onto the call-taker event entry form into appropriate fields when it is recevied. | HxGN OnCall Dispatch \| Call-Taker |
| 64 | Call Handling / CAD Event Creation | Retrieve Incoming Calls | The callers phone number will be populated in the callers phone number field on calltaker form while in create event mode if supplied by connected ANIALI interface. | HxGN OnCall Dispatch \| Call-Taker |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 65 | Call Handling / CAD Event Creation | Retrieve Incoming Calls | The callers name will be populated in the callers name field on calltaker form while in create event mode if supplied by connected ANIALI interface. | HxGN OnCall Dispatch \| Call-Taker |
| 66 | Call Handling / CAD Event Creation | Retrieve Incoming Calls | The callers location and event location fields will be populated with the location supplied by ANIALI if its supplied via a connected ANIALI interface. | HxGN OnCall Dispatch \| Viewer |
| 67 | Call Handling / CAD Event Creation | Involved Person Information | Calltakers can add Supplemental Information related to an individual associated with an event, this includes:<br>Age,<br>Date of Birth,<br>Eye Color,<br>Hair color,<br>Height,<br>Name,<br>Operators License Number,<br>Operators License State,<br>Race,<br>Sex,<br>Weight,<br>Additional remarks (e.g. clothing description, scars/marks/tattoos) | HxGN OnCall Dispatch \| Viewer |
| 68 | Call Handling / CAD Event Creation | Involved Person Information | An automatic local, state and federal query can be executed upon entry of supplemental information about an individual associated with an event, if the minimum required fields contain enough data to conduct the query in relevant configured systems. | HxGN OnCall Dispatch \| Informer |
| 69 | Call Handling / CAD Event Creation | Involved Person Information | Results from external queries on the involved person, like by Informer, will be shown to the user and associated with the created event. | HxGN OnCall Dispatch \| Informer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 70 | Call Handling / CAD Event Creation | Involved Person Information | Hit detection is a configured feature that provides a visual indicator of responses that match the configured hit detection element(s). | HxGN OnCall Dispatch \| Informer |
| 71 | Call Handling / CAD Event Creation | Involved Vehicle Information | Results from external queries on the involved vehicle will be shown to the user and associated with the created event. | HxGN OnCall Dispatch \| Informer |
| 72 | Call Handling / CAD Event Creation | Involved Vehicle Information | Hit detection is a configured feature that provides a visual indicator of responses that match the configured hit detection element(s). | HxGN OnCall Dispatch \| Informer |
| 73 | Call Handling / CAD Event Creation | Involved Vehicle Information | Via configurable capabilities in supplemental information the system is capable of collecting varying information about a vehicle i.e. License Plate, License plate state, License plate state, VIN. | HxGN OnCall Dispatch \| Informer |
| 74 | Call Handling / CAD Event Creation | Involved Vehicle Information | An automatic local, state and federal query can be executed, upon entry of supplemental information about a vehicle to various configured databases. Minimum information for these transactions are defined by each entity that are part of the query definition. | HxGN OnCall Dispatch \| Informer |
| 75 | Call Handling / CAD Event Creation | Location Flags | When contact management is enabled a user can see a list of previous events (configurable amount of time) that have been created for the callers phone number, callers address and callers name. This is shown in caller flags section of calltaker form | HxGN OnCall Dispatch \| Viewer |
| 76 | Call Handling / CAD Event Creation | Location Flags | Caller flags section in calltaker form will show a list of previous events based on the callers location. | HxGN OnCall Dispatch \| Viewer |
| 77 | Call Handling / CAD Event Creation | Location Flags | Contact management allows customers to add Known Caller information within the administration tool.<br>Known caller information are notes based on a callers name, callers phone number or callers location and this inofrmation if presented to the user in caller flags section if there are matches. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 78 | Call Handling / CAD Event Creation | Event Creation | A user can create an event with just the event location and event type to quickly pass the event to the dispatcher for urgent dispatch needs, and then continue to update the event as additional information is gathered from the reporting party. | HxGN OnCall Dispatch \| Viewer |
| 79 | Call Handling / CAD Event Creation | Event Creation | If an event requires multiple agencies and/or services to be dispatched, events are created with appropriate unique event numbers for each agency. The multiple events created are all linked together to share the event information. | HxGN OnCall Dispatch \| Viewer |
| 80 | Call Handling / CAD Event Creation | Agency Response | CAD events store the deployment (agency and response area) assignments with the event and this can be viewed as part of the event chronology. | HxGN OnCall Dispatch \| Viewer |
| 81 | Call Handling / CAD Event Creation | Agency Response | Once a new CAD event's location is verified and event type code entered, the system will use the relevant geofile to identify the appropriate service agencies that need to handle the event. | HxGN OnCall Dispatch \| Viewer |
| 82 | Call Handling / CAD Event Creation | Agency Response | A user can manually add agency response information while creating an event if the location cannot be verified, or the response information determined by the system can be edited to override it for this event if necessary. | HxGN OnCall Dispatch \| Viewer |
| 83 | Call Handling / CAD Event Creation | Agency Response | Once an event has been created, it is shown to dispatchers who are covering the agency and area that the event was created within. | HxGN OnCall Dispatch \| Viewer |
| 84 | Call Handling / CAD Event Creation | Event Coverage | A dispatchers pending event board can be configured to show in priority order and chronological order. | HxGN OnCall Dispatch \| Viewer |
| 85 | Dispatch Support | Response Plans | Allow for dynamic and fixed/static response plans to be defined and recommended for assignment to an event. | HxGN OnCall Dispatch \| Essentials |
| 86 | Dispatch Support | Response Plans | Allow for unlimited alarm levels for an event. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 87 | Dispatch Support | Response Plans | Allow for the use of primary and secondary capabilities in the definition and subsequent recommendation of resources for an event. | HxGN OnCall Dispatch \| Essentials |
| 88 | Dispatch Support | Response Plans | Allow for recommendation to be by resource type, capabilities/attributes, station and/or deployment assignment, or equipment | HxGN OnCall Dispatch \| Essentials |
| 89 | Dispatch Support | Response Plans | Allow for recommendation to be by personnel capabilities/skills. | HxGN OnCall Dispatch \| Essentials |
| 90 | Dispatch Support | Response Plans | Allow for assignment to include resource/unit groups made up of individual units that are dispatched as a single team | HxGN OnCall Dispatch \| Essentials |
| 91 | Dispatch Support | Response Plans | Allow for response plan assignment based upon location. | HxGN OnCall Dispatch \| Essentials |
| 92 | Dispatch Support | Response Plans | Allow utilization of real-time locations of units (AVL) to be used for determining recommendation of units. | HxGN OnCall Dispatch \| Essentials |
| 93 | Dispatch Support | Response Plans | Allow for response plans to be defined at the agency level. | HxGN OnCall Dispatch \| Essentials |
| 94 | Dispatch Support | Response Plans | Allow for unit assignment based on time or distance to the event. | HxGN OnCall Dispatch \| Essentials |
| 95 | Dispatch Support | Response Plans | Allow for adjustable plans that are based on time of day, day of week, or month. | HxGN OnCall Dispatch \| Essentials |
| 96 | Dispatch Support | Run Cards / Response Plans | Allow for conditions to be used to determine responses, including date / time range, units already assigned or recommend, agency defined parameters | HxGN OnCall Dispatch \| Essentials |
| 97 | Dispatch Support | Run Cards / Response Plans | Allow for responses to be requested in an ad hoc or on demand fashion | HxGN OnCall Dispatch \| Essentials |
| 98 | Dispatch Support | Run Cards / Response Plans | Allow for a balance of alarm to be performed for any requirements added in an ad hoc fashion, to determine whether the next alarm level response has been filled with those resources already added | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 99 | Dispatch Support | Run Cards / Response Plans | Allow for response plans to be nested in other response plans | HxGN OnCall Dispatch \| Essentials |
| 100 | Dispatch Support | Dispatch Alarm Levels | Allow for adjustable numeric dispatch/alarm levels | HxGN OnCall Dispatch \| Administrator |
| 101 | Dispatch Support | Dispatch Alarm Levels | Allow for an unlimited number of dispatch/alarm levels | HxGN OnCall Dispatch \| Administrator |
| 102 | Dispatch Support | Dispatch Alarm Levels | Enable adjustable dispatch levels to be individually activated (e.g. a fire response plan would change to Level 2, and an ALS response would change to a Level 3, or all plans could change to a defined level). | HxGN OnCall Dispatch \| Administrator |
| 103 | Dispatch Support | Dispatch Alarm Levels | Have an easily viewable method to review current dispatch levels. | HxGN OnCall Dispatch \| Administrator |
| 104 | Dispatch Support | Dispatch Alarm Levels | Display indication to the dispatcher of what is missing from a recommmended response to an event, e.g. two engines out of the needed four. | HxGN OnCall Dispatch \| Advantage |
| 105 | Dispatch Support | Resource Attributes | Provide method to assign multiple capabilities/attributes to units, including at a minimum, type, equipment and agency-defined attributes | HxGN OnCall Dispatch \| Viewer |
| 106 | Dispatch Support | Resource Attributes | Provide method to assign multiple capabilities/skills to personnel. | HxGN OnCall Dispatch \| Viewer |
| 107 | Dispatch Support | Resource Attributes | Provide ability to search for units or personnel capabilities on the fly. | HxGN OnCall Dispatch \| Viewer |
| 108 | Dispatch Support | Resource Attributes | Provide method to assign personnel to multiple units (e.g. shared crew) | HxGN OnCall Dispatch \| Viewer |
| 109 | Dispatch Support | Unit Load Balancing | Allow for unit load balancing based on max time in status, minimum total event time, max available time in station, minimum unavailable time, minimum total events and minimimum transports. | HxGN OnCall Dispatch \| Administrator |
| 110 | Dispatch Support | Unit Load Balancing | Provide response plans that can be configured based upon rules by the agency. | HxGN OnCall Dispatch \| Essentials |
| 111 | Dispatch Support | Resource Availability | Provide the ability to indicate a unit is conditionally available i.e. available on scene. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 112 | Dispatch Support | Resource Availability | Use the event type and location combined with the type, status and location of the unit to determined unit recommendations | HxGN OnCall Dispatch \| Essentials |
| 113 | Dispatch Support | Resource Availability | Provide unit recommendations that can be overridden by the dispatcher. | HxGN OnCall Dispatch \| Essentials |
| 114 | Dispatch Support | Special Dispatch Areas | Define special dispatch areas and assign each a unique identifier. | HxGN OnCall Dispatch \| Administrator |
| 115 | Dispatch Support | Special Dispatch Areas | Assign a special dispatch area identifiers to locations at the agency level. | HxGN OnCall Dispatch \| Administrator |
| 116 | Dispatch Support | Special Dispatch Areas | Specify a non-standard response for a location identified as a special dispatch area. | HxGN OnCall Dispatch \| Administrator |
| 117 | Dispatch Support | Special Dispatch Areas | Define non-standard responses as being applicable only during certain days of the week and/or times of the day | HxGN OnCall Dispatch \| Administrator |
| 118 | Dispatch Support | Special Dispatch Areas | Standard response will be used if no special dispatch areas are applicable. | HxGN OnCall Dispatch \| Administrator |
| 119 | Dispatch Support | Event Triage | The HxGN OnCall \| ProQA Interface for Paramount application is a protocol-based product that provides a standard certified set of determination questions and answers that Police, Fire and EMS can use to identify the necessary resources required when responding to an event. Key Features of the integrated components include: Multi-discipline launching, Pre-alerts, Transfer of location information to OnCall \| Call-Taker Configured to spill key questions into the Event information remarks field | HxGN OnCall Dispatch \| Call-Taker HxGN OnCall Dispatch \| ProQA interface and third party |
| 120 | Dispatch Support | Broadcast (BOLO) | Support creation and distribution of a broadcast, aka BOLO. | HxGN OnCall Dispatch \| Advantage |
| 121 | Dispatch Support | Broadcast (BOLO) | Provide fields in the broadcast/BOLO to include necessary information, including type or nature of the broadcast, expiration date, broadcast subject, person information, vehicle information, and attachments. | HxGN OnCall Dispatch \| Advantage |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 122 | Dispatch Support | Broadcast (BOLO) | Provide a field to enter narrative text for the broadcast. | HxGN OnCall Dispatch \| Advantage |
| 123 | Dispatch Support | Broadcast (BOLO) | Provide a means for the broadcast/BOLO to be searchable and printable. | HxGN OnCall Dispatch \| Viewer |
| 124 | Dispatch Support | Broadcast (BOLO) | Record the initial broadcast creation plus any additional edits. | HxGN OnCall Dispatch \| Advantage |
| 125 | Dispatch Support | Unit Dispatch | Have the optional ability to assign a dispatch number to each unit responding to the event. | HxGN OnCall Dispatch \| Essentials |
| 126 | Dispatch Support | Unit Dispatch | Assign an event or case number to each agency responding to the event. | HxGN OnCall Dispatch \| Viewer |
| 127 | Dispatch Support | Unit Dispatch | Capture every time stamp associated with each unit's response and status change related to the event. | HxGN OnCall Dispatch \| Essentials |
| 128 | Dispatch Support | Unit Dispatch | Capture all status changes and their times for non-event related activities (i.e. out of service, in service). | HxGN OnCall Dispatch \| Essentials |
| 129 | Dispatch Support | Resource Alerting | Notify a Mobile user if they have been assigned to an event. | HxGN OnCall Dispatch \| Mobile Unit<br><br>HxGN OnCall Dispatch \| Mobile Responder |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 131 | Dispatch Support | Resource Alerting | OnCall Dispatch \| Notifications provides connectivity between the dispatching environment and multiple internal and external communication endpoints. It allows for the definition of customer specific rules for notifying interested parties based on activities in the CAD system. These include a third-party paging controller, email application and SMS text. Dependent on the protocol supported by the system, OnCall \| Notifications use either SNPP level 1 (Simple Network Paging Protocol), SMTP (Simple Mail Transfer Protocol), or WCTP (Wireless Communication Transfer Protocol).<br><br>An additional option available in device notifications is to integrate with the Twilio API to support SMPP protocol to send SMS messages to defined users and user groups. The interface to the Twilio API requires the customer have a Twilio account and transaction charges will apply based on their specific transaction volumes. | HxGN OnCall Dispatch \| Notifications and third party |
| 133 | Resource / Unit Management | Relocating Units (Move Ups) | Initiate move ups based on user defined manual criteria. | HxGN OnCall Dispatch \| Essentials |
| 134 | Resource / Unit Management | Unit Personnel | Personnel can be allocated to a unit before or after it is assigned to an event, and all modifications to staffing are recorded in unit history. | HxGN OnCall Dispatch \| Essentials |
| 135 | Resource / Unit Management | Shared Crew | Utilize the capabilities/skills of personnel to establish the best possible resource allocation based on prioritized needs for the response. | HxGN OnCall Dispatch \| Advantage |
| 136 | Resource / Unit Management | Shared Crew | Set a unit's status to out of service if its crew is shared with another unit that is assigned to an event. | HxGN OnCall Dispatch \| Essentials |
| 138 | Resource / Unit Management | Additional Unit Status | Provide the ability to customize statuses needed to reflect a unit's status or activity on an event, i.e.for unit readiness or during patient care. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 139 | Resource / Unit Management | Additional Unit Status | Provide a method to add criteria to an event that indicates a response priority (i.e. lights and siren or non-emergency mode). | HxGN OnCall Dispatch \| Essentials |
| 140 | Resource / Unit Management | Additional Unit Status | Provide a method to specify and display a unit's capability or attribute. | HxGN OnCall Dispatch \| Essentials |
| 141 | Resource / Unit Management | Unit Groups | Allow the dispatcher to group units, for example into a task force or strike team | HxGN OnCall Dispatch \| Essentials |
| 142 | Resource / Unit Management | Unit Groups | Record the resources associated to a unit group in each unit's history, plus individually record all unit's activities while associated to the unit group. | HxGN OnCall Dispatch \| Essentials |
| 143 | Resource / Unit Management | Lineups | Provide the capability to create a lineup as a roster to associate personnel to a unit, or associate a vehicle to a unit, to facilitate on/off duty transactions. | HxGN OnCall Dispatch \| Administrator |
| 144 | Resource / Unit Management | Lineups | Allow the dispatcher to adjust the unit roster details and/or assignments (i.e. on-the-fly, during shifts, and above normal complements). | HxGN OnCall Dispatch \| Essentials |
| 145 | Resource / Unit Management | Mileage Tracking | Provide ability to capture beginning and ending mileage for individual transports, including the ability to make it required. | HxGN OnCall Dispatch \| Advantage |
| 146 | Resource / Unit Management | Mileage Tracking | Routing service providers can be configured within OnCall, and then used to generate route calculation to supplement driving directions. | HxGN OnCall Dispatch \| Viewer |
| 147 | Resource / Unit Management | Hydrant Location and Status | Provide the ability to display hydrant locations and related info on the map, provided they are available in the GIS source. | HxGN OnCall Dispatch \| Viewer |
| 148 | Resource / Unit Management | Unit Dispositions | Enable the CAD administrator to define a list of available unit dispositions by agency. | HxGN OnCall Dispatch \| Administrator |
| 149 | Resource / Unit Management | Unit Dispositions | Require a disposition based on event type by agency. | HxGN OnCall Dispatch \| Administrator |
| 150 | Resource / Unit Management | Unit Dispositions | Enable assisting units to report one or more dispositions for an event. | HxGN OnCall Dispatch \| Essentials |
| 151 | Resource / Unit Management | Unit Dispositions | Facilitate the recording of dispositions by the dispatcher or the field unit if Mobile-equipped. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 152 | Resource / Unit Management | Unit Dispositions | Provide ability to include a multiplication factor for each disposition when multiple instances of the same disposition apply (e.g. 10 traffic summons written could be recorded using a single disposition of “traffic summons issued,” times 10). | HxGN OnCall Dispatch \| Essentials |
| 153 | Resource / Unit Management | Unit Dispositions | Dispositions should be optional if agency policy does not require the use of dispositions. | HxGN OnCall Dispatch \| Essentials |
| 154 | Resource / Unit Management | Geo-fencing | Provide geo-fence creation tools that allow the use of polygons, circles, ellipses, and rectangles. | HxGN OnCall Dispatch \| Advantage |
| 155 | Resource / Unit Management | Geo-fencing | Display details about the geo-fence to aid in identification, location and purpose. | HxGN OnCall Dispatch \| Advantage |
| 156 | Resource / Unit Management | Geo-fencing | Facilitate the creation of multiple, coexisting, overlapping geo-fences. | HxGN OnCall Dispatch \| Advantage |
| 157 | Resource / Unit Management | Geo-fencing | Support unique geo-fence names and each geo-fence be visually distinct. | HxGN OnCall Dispatch \| Advantage |
| 158 | Resource / Unit Management | Geo-fencing | Generate an alert whenever a unit enters and/or exits a geo-fence. | HxGN OnCall Dispatch \| Viewer |
| 159 | Resource / Unit Management | Geo-fencing | Include alerts that consist of:<br>o Unique visual and audible identification<br>o Resource identification<br>o Geo-fence Identification<br>o Current resource position<br>o Timestamps of entry and exit of geo-fence areas<br>o Ability to clear alerts and history from view while maintaining historic records as needed | HxGN OnCall Dispatch \| Viewer |
| 160 | Resource / Unit Management | Geo-fencing | The system uses message templates where the Adminstrator can define geofence messages or common messages in advance. Depending on the configuration, notifications may be sent to all agency employees when an agency event or unit interacts with a geofence. | HxGN OnCall Dispatch \| Administrator |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 161 | Resource / Unit Management | Station Dispatch | Provide the capability to dispatch a fire and/or EMS station to an event regardless of the number of units or personnel that station has assigned to it or on duty. | HxGN OnCall Dispatch \| Essentials |
| 162 | Resource / Unit Management | Unit Updates | Provide the ability to account for the number of personnel currently staffed on the unit. | HxGN OnCall Dispatch \| Viewer |
| 163 | Resource / Unit Management | Unit Updates | Allow system supervisors and other authorized users the ability to modify vehicle and resource capabilities, as required, without adversely impacting the system (i.e. without having to shut the system down). | HxGN OnCall Dispatch \| Viewer |
| 164 | Resource / Unit Management | Unit Updates | Allow easy modifications to unit capabilities to accommodate frequent changes throughout the day. | HxGN OnCall Dispatch \| Viewer |
| 165 | Resource / Unit Management | Unit Updates | Define units having multiple capabilities/attributes, and attributes should be reflected as multiple types (e.g. a Quint, pumper, or ladder). | HxGN OnCall Dispatch \| Essentials |
| 166 | Resource / Unit Management | Unit Updates | Recommend resources based on the appropriate type (e.g. a “Quint” may be recommended as either a pumper or a ladder truck). | HxGN OnCall Dispatch \| Essentials |
| 167 | Resource / Unit Management | Unit Updates | Allow the dynamic entry of personnel staffing specific units/apparatus. | HxGN OnCall Dispatch \| Viewer |
| 168 | Resource / Unit Management | Unit Updates | Allow for identifying vehicle ID in addition to unit radio call sign (unit ID) for a unit | HxGN OnCall Dispatch \| Viewer |
| 169 | Resource / Unit Management | Alternate Unit Recommend | Notify the dispatcher in the case of a unit becoming available that is closer to an event in which the currently assigned unit is still enroute and farther away. | HxGN OnCall Dispatch \| Resource Management |
| 170 | Resource / Unit Management | Post-Dispatch Response Re-evaluation | Provide ability to configure the system to recommend an alternative resource that may be closer than one already assigned, and subsequently provide option to preempt the original unit. | HxGN OnCall Dispatch \| Resource Management |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 171 | Event Management | Event Data Display | Display event data on the Dispatch screen after being selected by the dispatcher. All event data be accessible to the dispatcher. | HxGN OnCall Dispatch \| Viewer |
| 172 | Event Management | Event Data Display | Provide methods for the dispatcher to view premise information about the event (e.g. past event history, hazards, persons of interest) | HxGN OnCall Dispatch \| Viewer |
| 173 | Event Management | Event Data Display | Notify (automatically) the dispatcher of updates to an event, including indicators for the information updated. | HxGN OnCall Dispatch \| Viewer |
| 174 | Event Management | Event Data Display | Highlight updated information that is easily discernible from the previously read data | HxGN OnCall Dispatch \| Viewer |
| 175 | Event Management | Event Data Display | Present an audible and/or visual indication to the dispatcher when an event is updated by another source such as a call taker, another dispatcher, or a field unit. | HxGN OnCall Dispatch \| Viewer |
| 176 | Event Management | Event Data Display | Provide, upon receipt of an update, a method of ease, such as clicking the notification, that an event that has been updated. | HxGN OnCall Dispatch \| Viewer |
| 177 | Event Management | Event Data Display | Remove events as they are closed from the event display and the map, without additional interaction from the dispatcher. | HxGN OnCall Dispatch \| Viewer |
| 178 | Event Management | Update Event Status | Provide the capability to record supplemental information updates in the event as it is received from callers, field resources and other sources. | HxGN OnCall Dispatch \| Viewer |
| 179 | Event Management | Update Event Status | Retain a copy of any information updated prior to the update for audit purposes. | HxGN OnCall Dispatch \| Viewer |
| 180 | Event Management | Update Event Status | Provide a method to update the actual event type versus the reported event type. | HxGN OnCall Dispatch \| Viewer |
| 181 | Event Management | Recommendation Updates | Ability to adjust the recommendation for the event once it has been updated causing a change to the needed resources. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 182 | Event Management | Update Assigned Resources | Provide ability for the system to detect when a reduction in dispatch resources is required, and notify the dispatcher accordingly so that the unnecessary units can be preempted. | HxGN OnCall Dispatch \| Resource Management |
| 183 | Event Management | Update Assigned Resources | Provide the capability to recommend adjusted or additional resources based upon associated modifications to the event (i.e. location, event type) based on response plan and/or agency policies. | HxGN OnCall Dispatch \| Essentials |
| 184 | Event Management | Update Assigned Resources | Modifications made to the event are recorded in event history, along with any resource updates in unit history. | HxGN OnCall Dispatch \| Viewer |
| 185 | Event Management | Update Assigned Resources | Record any changes to assigned resources to the event in the event and unit history. | HxGN OnCall Dispatch \| Essentials |
| 186 | Event Management | External Resource Tracking | Allow the ability to divide the response area into multiple zones, based on agency-defined criteria, to ensure a quick response to the request. | HxGN OnCall Dispatch \| Essentials |
| 187 | Event Management | Assign Units | Allow the assignment of units by using drag-and-drop and point-and-click pull-down menus. | HxGN OnCall Dispatch \| Essentials |
| 188 | Event Management | Assign Units | Provide ability to preempt/remove all units from an event, causing that event to be placed back in the pending queue. | HxGN OnCall Dispatch \| Essentials |
| 189 | Event Management | Assign Units | Recommend a unit that is unavailable only if agency policy permits units to be pre-empted for a higher priority event | HxGN OnCall Dispatch \| Essentials |
| 190 | Event Management | Assign Units | Provide the ability to assign one or more units to an event with a single command. | HxGN OnCall Dispatch \| Essentials |
| 191 | Event Management | Assign Units | Provide the ability to dynamically, and without user intervention, change the unit recommendation if relevant event information changes (i.e. type, location, alarm level). | HxGN OnCall Dispatch \| Essentials |
| 192 | Event Management | Assign Units | Provide the ability to preempt/remove a unit from an event assignment. If the only unit assigned, the event will be returned to the pending queue. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 193 | Event Management | Assign Units | Provide the ability to assign or add multiple units to a event with a single command. | HxGN OnCall Dispatch \| Essentials |
| 194 | Event Management | Assign Units | Provide the ability to assign a single unit to multiple events. | HxGN OnCall Dispatch \| Essentials |
| 195 | Event Management | Assign Units | Provide the ability to hold a event for a specific unit. | HxGN OnCall Dispatch \| Essentials |
| 196 | Event Management | Assign Units | Allow the dispatcher to override the system recommended units and assign other units. | HxGN OnCall Dispatch \| Essentials |
| 197 | Event Management | Update Event | Audit information such as date, time, user ID, position are logged with each update to an event. | HxGN OnCall Dispatch \| Viewer |
| 198 | Event Management | Update Event | A dispatcher can view event information using the Event Panel for Call-Taker form. | HxGN OnCall Dispatch \| Viewer |
| 199 | Event Management | Update Event | Additional information can be added to an event before it is closed. A closed event can only have comments added, if additional informaton is needed to be added to the event then the event must be re-opened. | HxGN OnCall Dispatch \| Viewer |
| 200 | Event Management | Update Event | Users can sort comments in chronological or reverse chronological order. | HxGN OnCall Dispatch \| Viewer |
| 201 | Event Management | Update Event | Command line functions can be used to select an event for update that a unit is assgined to. | HxGN OnCall Dispatch \| Viewer |
| 202 | Event Management | Update Event | An event can be updated simultaneously by multiple users at the same time. This includes dispatcher, calltakers and mobile users. | HxGN OnCall Dispatch \| Viewer |
| 203 | Event Management | Update Event | Users can add event comments to closed events at the same time. A closed event needs to be re-opened if users need to update other event information. | HxGN OnCall Dispatch \| Viewer |
| 204 | Event Management | Update Event | A user is alerted when an event they are updating has been closed. The user would need to re-open the event to make their update. | HxGN OnCall Dispatch \| Viewer |
| 205 | Event Management | RMS Integration | Facilitate an interface to an RMS to allow the transfer and tracking of event data. | HxGN OnCall Dispatch \| CAD Link |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 206 | Event Management | RMS Integration | Coordinate the assignment of RMS incident/case numbers through a configurable list maintained in the CAD system. | HxGN OnCall Dispatch \| Viewer |
| 207 | Event Management | RMS Integration | Provide the ability for the dispatcher to request the RMS incident/case number at any point during the event or after the event has been closed. | HxGN OnCall Dispatch \| Viewer |
| 208 | Event Management | RMS Integration | Provide the ability to transfer data prior to the normal chronological transfer point to request an RMS incident/case number when needed. | HxGN OnCall Dispatch \| Viewer |
| 209 | Event Management | Display Updated Event Data | Users are notified via visual and/or audible indication when information is added or changed to an event they are viewing. | HxGN OnCall Dispatch \| Viewer |
| 210 | Event Management | Display Updated Event Data | User ID is recorded for eventy event comment added to an event. The user ID can be seen in event chronology. | HxGN OnCall Dispatch \| Viewer |
| 211 | Event Management | Display Updated Event Data | Events that have been updated are shown highlighed in event boards. | HxGN OnCall Dispatch \| Viewer |
| 212 | Event Management | Display Updated Event Data | Event Panel shows main event information for a selected event. A user can select tabs from within the event panel to see other related event information. | HxGN OnCall Dispatch \| Viewer |
| 213 | Event Management | Reopen Event | Allow a closed event to be reopened, and record date/time, user and reason for reopening. | HxGN OnCall Dispatch \| Viewer |
| 214 | Event Management | Reopen Event | An indicator is how to the user that the event is closed when attempting to add information to a closed event. | HxGN OnCall Dispatch \| Viewer |
| 215 | Event Management | Reopen Event | Provide the ability to add comments to a event without reopening the original event. | HxGN OnCall Dispatch \| Viewer |
| 216 | Event Management | Reopen Event | Users can re-open closed events and assign units. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 217 | Event Management | Reopen Event | Users can cross reference or duplciate a closed event. | HxGN OnCall Dispatch \| Advantage |
| 218 | Event Management | Add Destination Locations | Have the ability to record locations of all units assigned to the event, including any changes made to the unit during the life of the event | HxGN OnCall Dispatch \| Advantage |
| 219 | Event Management | Hospital Status / Availability and Hospital Recommendation | Specify hospitals or other transport locations are in a diversion status, and provide alternate recommendations. | HxGN OnCall Dispatch \| Scheduling & Facilities Management |
| 220 | Event Management | Linking an Audio File to a CAD Event | Audio files can be attached to a CAD event. | HxGN OnCall Dispatch \| Viewer |
| 222 | Event Management | Multiple Simultaneous Events to Single Unit | Allow a dispatcher to hold or queue events to a unit, whether it is logged on or not. | HxGN OnCall Dispatch \| Essentials |
| 223 | Event Management | Multiple Simultaneous Events to Single Unit | Provide a method to specify which events can be held or queued to a unit. | HxGN OnCall Dispatch \| Essentials |
| 224 | Event Management | Multiple Simultaneous Events to Single Unit | Allow multiple events to be held for a single unit. | HxGN OnCall Dispatch \| Essentials |
| 225 | Event Management | Multiple Simultaneous Events to Single Unit | Record in the event's history when it is placed on hold. | HxGN OnCall Dispatch \| Essentials |
| 226 | Event Management | Multiple Simultaneous Events to Single Unit | Apply timers to all held events and alert the dispatcher when a held event has exceeded the allowable time in a held status. | HxGN OnCall Dispatch \| Essentials |
| 227 | Event Management | Multiple Simultaneous Events to Single Unit | Provide dispatchers with the ability to pre-empt a unit and dispatch the unit to another event.<br>If all units are removed from the original event, then it be placed back in Pending status. | HxGN OnCall Dispatch \| Essentials |
| 228 | Event Management | Scheduled Events | Provide the ability to schedule the event for future dispatch. | HxGN OnCall Dispatch \| Viewer |
| 229 | Event Management | Scheduled Events | Be capable of displaying a list of all scheduled events. | HxGN OnCall Dispatch \| Viewer |
| 230 | Event Management | Scheduled Events | Provide the ability for authorized users to activate a scheduled event at any time. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 231 | Event Management | Scheduled Events | Provide the ability to update the scheduled event, including event details and schedule date and time. | HxGN OnCall Dispatch \| Viewer |
| 232 | Event Management | Secondary Event Location | Provide the ability record responding unit has arrived at a secondary location, i.e. a staging area, associated with the primary event location. | HxGN OnCall Dispatch \| Resource Management |
| 233 | Event Management | Secondary Event Location | Provide the ability to assign the unit to the secondary locaiton without clearing the unit from the event. | HxGN OnCall Dispatch \| Resource Management |
| 234 | Event Management | Secondary Event Location | Record that the secondary location was added to the event, including the date and time. | HxGN OnCall Dispatch \| Resource Management |
| 235 | Event Management | Single Discipline Event to a Combined Discipline Event | Provide the ability to add another agency's response to an event. | HxGN OnCall Dispatch \| Essentials |
| 236 | Event Management | Single Discipline Event to a Combined Discipline Event | Provide the ability to assign an agency specific event number to the event for each agency responding. | HxGN OnCall Dispatch \| Essentials |
| 237 | Event Management | Single Discipline Event to a Combined Discipline Event | Provide the ability to link added agency records with the initial event. | HxGN OnCall Dispatch \| Essentials |
| 238 | Event Management | Single Discipline Event to a Combined Discipline Event | Provide the ability to share event information across multiple agencies responding to the same event. | HxGN OnCall Dispatch \| Essentials |
| 239 | Event Management | Single Discipline Event to a Combined Discipline Event | Provide the ability to track the added resources for the duration of the event. | HxGN OnCall Dispatch \| Essentials |
| 240 | Event Management | Timers | Have, and allow configuration of, multiple timers based on unit status and CAD event type, such as time in pending status, or time since last check-in. | HxGN OnCall Dispatch \| Advantage |
| 241 | Event Management | Timers | Allow for users to manually place a timer alert on an event or a unit. | HxGN OnCall Dispatch \| Advantage |
| 242 | Event Management | Timers | Timers should be able to be set with the following configuration: hh:mm:ss, mm:ss, or ss. | HxGN OnCall Dispatch \| Advantage |
| 243 | Event Management | User Defined Status Timers | Have predefined timers that can be configured by the system administrator. | HxGN OnCall Dispatch \| Advantage |
| 244 | Event Management | User Defined Status Timers | Provide the ability for the system administrator to create customized definable timers. | HxGN OnCall Dispatch \| Advantage |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 245 | Event Management | User Defined Status Timers | Record timer activity to the event history for event-related timers. | HxGN OnCall Dispatch \| Advantage |
| 246 | Event Management | User Defined Status Timers | Produce both visual and audible alerts to the dispatcher when a timer is triggered. | HxGN OnCall Dispatch \| Advantage |
| 247 | Supplemental Resource Request and Tracking | Request Supplemental Resource | Be able to define supplemental resources (i.e. rotational service companies) that may be requested as needed for services not available from the public safety agencies. | HxGN OnCall Dispatch \| Essentials |
| 248 | Supplemental Resource Request and Tracking | Request Supplemental Resource | Provide capability to request and assign the supplemental resources based upon a combination of type of service needed, geographic proximity to the location of need, or a rotation of the providers for that type. | HxGN OnCall Dispatch \| Essentials |
| 249 | Supplemental Resource Request and Tracking | Request Supplemental Resource | Be able to create a unique or supplemental unit designation in real time. | HxGN OnCall Dispatch \| Essentials |
| 250 | Supplemental Resource Request and Tracking | Request Supplemental Resource | Be able to record the activities of unique or supplemental units in the same manner in which agency response units are tracked and their activities recorded. | HxGN OnCall Dispatch \| Essentials |
| 251 | Supplemental Resource Request and Tracking | Request Supplemental Resource Rotation List | Provide multiple sources of contact for each authorized service company or provider. | HxGN OnCall Dispatch \| Essentials |
| 252 | Supplemental Resource Request and Tracking | Request Supplemental Resource Rotation List | Record event related transactions for supplemental resources in event chronology. | HxGN OnCall Dispatch \| Essentials |
| 253 | Supplemental Resource Request and Tracking | Enter and Update Supplemental Service Record | Accommodate selection from the defined service companies by rotation or upon request. | HxGN OnCall Dispatch \| Essentials |
| 254 | Supplemental Resource Request and Tracking | Enter and Update Supplemental Service Record | Trigger the next service company in the rotation, when selected by rotation and upon creation of the record | HxGN OnCall Dispatch \| Essentials |
| 255 | Event Disposition | Determine Event Status | Provide the ability to change the event status as the situation evolves or a resolution is achieved. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 256 | Event Disposition | Determine Event Status | Using an OnCall mobile client a user can enter one or more disposition codes. | HxGN OnCall Dispatch \| Mobile Unit |
| 257 | Event Disposition | Determine Event Status | Using OnCall mobile client a user can update the event they are assigned to. | HxGN OnCall Dispatch \| Mobile Unit |
| 258 | Event Disposition | Utilize Event Management | Have the ability to dynamically update the event with comments, updates, status changes, and notifications. | HxGN OnCall Dispatch \| Essentials |
| 259 | Event Disposition | Determine Report Functionality | Based on configured timers in Administrator paramters, the system can automatically transfer event data to an external RMS or third party. | HxGN OnCall Dispatch \| CAD Link |
| 260 | Event Disposition | Record Disposition | Provide the ability to assign a disposition to the event. | HxGN OnCall Dispatch \| Essentials |
| 261 | Event Disposition | Record Disposition | Provide for narrative to be added giving detail to the disposition. | HxGN OnCall Dispatch \| Essentials |
| 262 | Event Disposition | Assign Agency-Specific Report Numbers | Assign an agency-specific report or case number—if a report is required, and if required by agency policy—in addition to the CAD event number, before the event data is transferred to the RMS. | HxGN OnCall Dispatch \| Viewer |
| 263 | Event Disposition | Assign Agency-Specific Report Numbers | CAD Event numbers can be configured by administrators. | HxGN OnCall Dispatch \| Administrator |
| 264 | CAD System Administration | Geospatial Services | Event locations and caller locations are verified against the supplied and configured geospatial services. | HxGN OnCall Dispatch \| Viewer |
| 265 | CAD System Administration | Geospatial Services | As part of location verification process a list of potential address matches are presented to the user to assist in matching the correct address as supplied and configured in the geospatial service. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 266 | CAD System Administration | Geospatial Services | Users can enter location using lat/long values and this values are processed against the geocoding service. | HxGN OnCall Dispatch \| Viewer |
| 267 | CAD System Administration | Geospatial Services | Be capable of displaying coordinates anywhere on the map with mouse over. | HxGN OnCall Dispatch \| Viewer |
| 268 | CAD System Administration | Geospatial Services | User of HxGN mobile products can have their locations shown on the CAD with using AVL. | HxGN OnCall Dispatch \| Tracker |
| 269 | CAD System Administration | Geospatial Services | Map layers can be created and configured as overlays on the base OnCall map. This could include overlays such as jurisdiction boundaries or station boundaries. | HxGN OnCall Dispatch \| Administrator |
| 270 | CAD System Administration | Geospatial Services | Once an event location is verified potential duplicates based on location are presented to the user. | HxGN OnCall Dispatch \| Viewer |
| 271 | CAD System Administration | Security | OnCall Dispatch Administrator provides the ability to administer and control individual user access to the various modules, applications, functions, features, and data available within the CAD system. | HxGN OnCall Dispatch \| Administrator |
| 272 | CAD System Administration | Security | Provide security to ensure that fire and EMS personnel do not have access to law events when CJIS data is restricted to only law enforcement user access. | HxGN OnCall Dispatch \| Administrator |
| 273 | CAD System Administration | Security | Validate each user's credentials through a mandatory logon process before being granted access to any functions or data available within the CAD system. | HxGN OnCall Dispatch \| Viewer |
| 274 | CAD System Administration | Security | Via a change user command, a user can replace an existing user to quickly log off the existing user and logon without the need to exit from CAD or re-start the CAD application (i.e. when two-factor authentication does not apply.) | HxGN OnCall Dispatch \| Advantage |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 275 | CAD System Administration | Security | Enable system administrators to create and maintain a centralized and indexed database containing information about each system user, including their unique user ID, password, contact information, and security profile. | HxGN OnCall Dispatch \| Administrator |
| 276 | CAD System Administration | Security | Enable system administrators to define individual user access privileges and assign them to security groups. | HxGN OnCall Dispatch \| Administrator |
| 277 | CAD System Administration | Security | Provide a method for authorized users to reset a user's password. | HxGN OnCall Dispatch \| Administrator |
| 278 | CAD System Administration | Security | Limit access to the centralized user security database to only specifically authorized users. | HxGN OnCall Dispatch \| Administrator |
| 279 | CAD System Administration | Security | Establish security profiles that are assigned to individual users or user groups based on personnel classifications (e.g. call taker, dispatcher, system administrator, supervisor). | HxGN OnCall Dispatch \| Administrator |
| 280 | CAD System Administration | Security | Provide application and module level security that enables certain users to access specific CAD system functions and application modules, while keeping other users from accessing these same functions and modules. | HxGN OnCall Dispatch \| Administrator |
| 281 | CAD System Administration | Security | Provide data entry form security that enables certain users to access specific data entry forms, while keeping other users from accessing these same data entry forms. | HxGN OnCall Dispatch \| Administrator |
| 282 | CAD System Administration | Security | Provide event security to restrict access to event information to selected users, user groups, or both. | HxGN OnCall Dispatch \| Advantage |
| 283 | CAD System Administration | Security | Restrict access to specific transaction types (e.g. criminal history queries to NCIC), while keeping other users from accessing these same transaction types. | HxGN OnCall Dispatch \| Administrator |
| 284 | CAD System Administration | Security | Facilitate the use of unique user IDs and passwords to control CAD system access and privileges. | HxGN OnCall Dispatch \| Administrator |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 285 | CAD System Administration | Security | Limit access to system functions and data by user ID. | HxGN OnCall Dispatch \| Administrator |
| 286 | CAD System Administration | Security | The ability to provide the ability to “lock out” a user after a system administrator defined number of failed attempted logons would be granted at the enterprise level not at the application level. | HxGN OnCall Dispatch \| Administrator |
| 287 | CAD System Administration | Security | Require users to change their individual password after a system administrator configurable time limit for use of the same password expires or a set time period (e.g. 90 days). | HxGN OnCall Dispatch \| Administrator |
| 288 | CAD System Administration | Security | Provide the ability for individual system users to change their passwords. | HxGN OnCall Dispatch \| Viewer |
| 289 | CAD System Administration | Security | Provide the capability for individual user name change (e.g. getting married) and keep a link to historical data. | HxGN OnCall Dispatch \| Administrator |
| 290 | CAD System Administration | Logging | Include a transaction audit database that contains relevant system transactions that includes the logon identification (i.e. user ID and session ID), date and time stamp. | HxGN OnCall Dispatch \| Advantage |
| 291 | CAD System Administration | Logging | Enable authorized on premises system users to create formatted reports and/or export the results of transaction audit database queries and searches. | HxGN OnCall Analytics \| Dispatch Essentials |
| 292 | CAD System Administration | Logging | Event Chronology stores event information on open/active/closed events, including the transaction’s date and time stamp, the user and session ID. | HxGN OnCall Dispatch \| Advantage |
| 293 | CAD System Administration | Logging | History is captured and stored for both messages and external queries generated in the system, including the date/time stamp, user ID and content of each. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 294 | CAD System Administration | Logging | System configuration and modifications performed by the system administrator are captured in the audit table, including the date/time stamp, user ID, and modification made. | HxGN OnCall Dispatch \| Viewer |
| 295 | CAD System Administration | Logging | Store the date, time, user ID associated with unsuccessful sign-on attempts. | HxGN OnCall Dispatch \| Viewer |
| 296 | CAD System Administration | Configuration | Provide utilities that enable authorized personnel to configure aspects of the system to meet the requirements of the agencies using the system, including parameters, command lines, screen layouts, and dialog definitions. | HxGN OnCall Dispatch \| Administrator |
| 297 | CAD System Administration | Configuration | Upon conclusion of admnistrative training, enable authorized system administrators to modify CAD configurations without the requirement for a programmer or other support from the manufacturer of the CAD system. | HxGN OnCall Dispatch \| Administrator |
| 298 | CAD System Administration | Configuration | Include functionality for an interactive, menu-driven, GUI-based tool that allows authorized administrators to easily update and modify parameters. | HxGN OnCall Dispatch \| Administrator |
| 299 | CAD System Administration | Configuration | Provide the ability to modify configuration parameters without having to shut the entire CAD system down or restart it. | HxGN OnCall Dispatch \| Administrator |
| 300 | CAD System Administration | Configuration | Include functionality to define event types that specify the agencies that should respond, and therefore, the users that must receive system routed events. | HxGN OnCall Dispatch \| Administrator |
| 301 | CAD System Administration | Configuration | Include functionality for specifying the agencies that will be included in the CAD system, along with their attributes (i.e. fire department, volunteers, law enforcement agency). | HxGN OnCall Dispatch \| Administrator |
| 302 | CAD System Administration | Configuration | Include functionality for specifying and modifying the type of response resources available for each agency. | HxGN OnCall Dispatch \| Administrator |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 303 | CAD System Administration | Configuration | Include functionality for specifying the event types that will be processed by the system. | HxGN OnCall Dispatch \| Administrator |
| 304 | CAD System Administration | Configuration | Include functionality for entering and modifying dispatch policies that specify the type of resources that are dispatched to specific event types. | HxGN OnCall Dispatch \| Administrator |
| 305 | CAD System Administration | Configuration | Include functionality for configuring different system dispatch policies for each event type, priority and agency using the system. | HxGN OnCall Dispatch \| Administrator |
| 306 | CAD System Administration | Configuration | Include functionality for defining notifications in the system, including duration, animation, icon, and audible sound, as well as appropriate filter criteria, for each. | HxGN OnCall Dispatch \| Administrator |
| 307 | CAD System Administration | Configuration | Include functionality to define disposition codes and out of service (unit activity) codes for each agency. | HxGN OnCall Dispatch \| Administrator |
| 308 | CAD System Administration | Configuration | Include functionality for specifying formats for numbers used in the system, including event, case and dispatch numbers for each agency. | HxGN OnCall Dispatch \| Administrator |
| 309 | CAD System Administration | Configuration | Include functionality for defining screen layouts, context menus, and dialog definitions to adjust the appearance of the CAD system's user interface to meet each agency's needs. | HxGN OnCall Dispatch \| Administrator |
| 310 | CAD System Administration | Configuration | Include functionality for display of a compatible CAD map that supports features such as icons, zoom in/out and mutliple map layer display capabilities (based on a GIS/Map provider). | HxGN OnCall Dispatch \| Administrator and third party |
| 311 | CAD System Administration | Configuration | Include functionality for defining "queue" type views that display events filtered according to the agency's needs, e.g. pending, assigned, held. | HxGN OnCall Dispatch \| Administrator |
| 312 | CAD System Administration | Configuration | Include functionality for modifying the CAD system's resource recommendations. | HxGN OnCall Dispatch \| Administrator |
| 313 | CAD System Administration | Table Maintenance | Include CAD tables that are maintained using entry windows. | HxGN OnCall Dispatch \| Administrator |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 314 | CAD System Administration | Table Maintenance | Allow agencies to define additional custom data elements based on their operational requirements. | HxGN OnCall Dispatch \| Advantage |
| 315 | CAD System Administration | Table Maintenance | Provide the ability for tables to be defined to support the maintenance of the following CAD objects, including, but not limited to:<br>o Agencies and associated service types<br>o Broadcasts (BOLOs), including location, person, and vehicle<br>o Disposition codes<br>o Hazards<br>o Hydrants<br>o Event types<br>o Fire stations<br>o Messages (e.g. canned, scheduled)<br>o Notifications<br>o Personnel<br>o Lineups<br>o Response plans<br>o Skills (personnel)<br>o SOPs<br>o Units<br>o Unit attributes (e.g. ALS, BLS, Hurst tool)<br>o Unit statuses (i.e. dispatched, enroute, arrived, available)<br>o Unit types (e.g. i.e. patrol, K9, engine, ladder, pumper)<br>o Vehicles | HxGN OnCall Dispatch \| Administrator |
| 316 | CAD System Administration | Communication Centre / PSAP Relocation | Meet PSAP industry best practices and CJIS requirements. | HxGN OnCall Dispatch \| Viewer |
| 317 | CAD System Administration | Communication Centre / PSAP Relocation | Account for coordination of external inputs to the CAD system from third-party vendors (e.g. telephone, data, 9-1-1) for a minimal loss of functionality. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 318 | CAD System Administration | Communication Centre / PSAP Relocation | Provide for access to a copy of the production system through the backup or disaster recovery environments. | HxGN OnCall Dispatch \| Viewer and third party |
| 319 | CAD System Administration | CAD Catch Up | When disconnected from the production system have minimal offline capability where Dispatchers can manually create an event, assign units, change unit status and collect comments and when available, sync data back to production system. | HxGN OnCall Dispatch \| Offline |
| 320 | System Functions | Notifications | Provide ability to configure rules for automatic event notifications. | HxGN OnCall Dispatch \| Notifications<br>HxGN OnCall Administrator |
| 321 | System Functions | Notifications | Record all messages that have been processed by the system for historical purposes. | HxGN OnCall Dispatch \| Viewer |
| 322 | System Functions | Notifications | Allow the user to send and store messages to other users, units, groups, stations, or mobile devices. | HxGN OnCall Dispatch \| Viewer |
| 323 | System Functions | Notifications | Allow a message to be sent to multiple destinations, including users, units, groups, stations, or mobile devices. | HxGN OnCall Dispatch \| Viewer |
| 324 | System Functions | Contact List | Allow a message to be sent to multiple recipients and/or groups. | HxGN OnCall Dispatch \| Viewer |
| 325 | System Functions | Contact List | Provide an emergency contacts list, to include:<br>o Contact name<br>o Street address o City<br>o State<br>o Zip<br>o Telephone numbers<br>o Relationship<br>o User-defined/configurable fields | HxGN OnCall Dispatch \| Viewer |
| 326 | System Functions | Premises Information / Hazards | Provide the ability to enter a premises location by address, cross street or latitude/longitude, depending upon the configured GIS/Map provider. | HxGN OnCall Dispatch \| Administrator |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 327 | System Functions | Premises Information / Hazards | Provide the ability to maintain premises information with agency-defined types such as:<br>o hazardous materials<br>o lock codes<br>o dangerous animals<br>o handicap resident<br>o contact information<br>o officer safety<br>o fire pre-plans | HxGN OnCall Dispatch \| Administrator |
| 328 | System Functions | Premises Information / Hazards | Provide the ability to configure which events will be recorded in premises history for a given location. | HxGN OnCall Dispatch \| Viewer |
| 329 | System Functions | Premises Information / Hazards | Provide the ability to define an expiration date for time-limited premises information at a given location. | HxGN OnCall Dispatch \| Administrator |
| 330 | System Functions | Premises Information / Hazards | Provide authorized users the ability to define criteria for automatic premises information purges and activate or deactivate this feature. | HxGN OnCall Dispatch \| Backup |
| 331 | System Functions | Premises Information / Hazards | Embed premises history information into the event history at the time the event is created. | HxGN OnCall Dispatch \| Viewer |
| 332 | System Functions | Communications Center / Public Safety Answering Point Standard Operating Procedures | Provide the ability to store and easily retrieve SOPs for the PSAP. | HxGN OnCall Dispatch \| Viewer |
| 333 | System Functions | Communications Center / Public Safety Answering Point Standard Operating Procedures | Provide a method where the retrieval of relevant SOPs is accessible from the event information and associated with the agency, location, event type, deployment area, date and time range, event status, location radius, and/or response plan. | HxGN OnCall Dispatch \| Viewer |
| 334 | System Functions | Communications Center / Public Safety Answering Point Standard Operating Procedures | Provide functions to prompt the user according to the SOP definition to ask for additional information, perform certain tasks, or relay critical information to responding units or other responders. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 335 | System Functions | Agency-Specific Incident / Location / Unit Standard Operating Procedures | Be able to store SOPs that are associated with agency, location, event type, deployment area, date and time range, event status, location radius, and/or response plan. | HxGN OnCall Dispatch \| Viewer |
| 336 | System Functions | CAD Workstation-to-CAD Workstation Messaging | Provide short messaging from one CAD workstation to another. | HxGN OnCall Dispatch \| Viewer |
| 337 | System Functions | CAD Workstation-to-CAD Workstation Messaging | Include the ability to create message groups, whether they are dispatch workstations, mobile computers, groups within the PSAP, or other communications devices. | HxGN OnCall Dispatch \| Administrator |
| 338 | System Functions | CAD Workstation-to-CAD Workstation Messaging | All messages should be recorded in the database. | HxGN OnCall Dispatch \| Viewer |
| 339 | System Functions | CAD Workstation-to-CAD Workstation Messaging | Provide the ability to create user definable “canned” messages for inclusion in the message text. | HxGN OnCall Dispatch \| Administrator |
| 340 | System Functions | Narrative Field “Shorthand” / Auto Text | Provide the ability to define shorthand text strings that will expand to the full text when used in event narrative. | HxGN OnCall Dispatch \| Advantage |
| 341 | System Functions | Command Line / GUI | Include the ability to be operated via a command line entry, mouse and keyboard, or both. | HxGN OnCall Dispatch \| Viewer |
| 342 | System Functions | Date/Time Stamps | Stamp date/time and log CAD event activities, such as status changes, unit history, and notifications, as well as many other system transactions and the date/time they occur. | HxGN OnCall Dispatch \| Viewer |
| 343 | System Functions | Date/Time Stamps | Provide ability to override date/time stamps for event and unit history manually. | HxGN OnCall Dispatch \| Viewer |
| 344 | System Functions | Date/Time Stamps | Date/time stamps updated manually will include the date/time, ID of the person making the change, and a comment indicating the reason. | HxGN OnCall Dispatch \| Viewer |
| 345 | System Functions | Date/Time Stamps | Maintain all time stamps to be minimally accurate to the second | HxGN OnCall Dispatch \| Viewer |
| 346 | System Functions | Unit Status Transitions Matrix | Provide ability to define unit status transitions that according to agency rules, and prohibit status changes that do not conform. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 347 | System Functions | Single Sign-on for CAD and CAD Sub-systems | Be designed to provide a single sign-on for CAD and its integrated sub-systems. | HxGN OnCall Dispatch \| Viewer |
| 348 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Provide the ability to create an event for multi-agency events and route the event to the appropriate agency dispatch position(s).<br><br>The multi-agency event will be created with appropriate unique event numbers for each agency, yet the agency events are linked together to share the event information. | HxGN OnCall Dispatch \| Viewer |
| 349 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Have the ability to add other jurisdictions or agencies to an event, thus allowing a dispatcher to forward/copy the event to the appropriate dispatcher for the other entity, without re-entering the event information. | HxGN OnCall Dispatch \| Viewer |
| 350 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Provide authorized users the ability to create and route a event for dispatch even though the event is in another jurisdiction or agency. | HxGN OnCall Dispatch \| Viewer |
| 351 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Provide the ability to transfer an active event to another agency without closing the event within the originating agency. | HxGN OnCall Dispatch \| Essentials |
| 352 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Provide authorized users the ability to cross reference or link events, including across agency or jurisdiction. | HxGN OnCall Dispatch \| Viewer |
| 353 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Update the originating jurisdiction's event information if the dispatcher in the receiving jurisdiction updates or supplements the event. | HxGN OnCall Dispatch \| Viewer |
| 354 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Automated messaging for cross-jurisdictional response is supported, based upon agency-definable response plan recommendations and supported interface protocols. | HxGN OnCall Dispatch \| Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 355 | System Functions | Multi-Agency / Multi-Jurisdictional Capability | Provide the ability to define other jurisdiction areas and inform the CAD user of the external agency identification when addresses from those areas are used for an event. | HxGN OnCall Dispatch \| Viewer |
| 356 | Reporting and Monitoring | Dispatch Supervisor Support | Provide the ability for a CAD supervisor, or another dispatcher with appropriate system permissions, to observe the activity of a given dispatcher including the pending events queue, active events, available units list, and map. | HxGN OnCall Dispatch \| Essentials |
| 357 | Reporting and Monitoring | Dispatch Supervisor Support | Enable a supervisor, or another dispatcher with appropriate system permissions, to co-dispatch the units under the control of another dispatcher. | HxGN OnCall Dispatch \| Essentials |
| 358 | Reporting and Monitoring | Dispatch Supervisor Support | Have the ability to add additional dispatchers “on-the-fly” for one or more services (law enforcement, fire service, and/or EMS), either globally or for predetermined geographical areas. | HxGN OnCall Dispatch \| Essentials |
| 359 | System Functions | CAD Management Reporting | Provide an ad hoc reporting capability. | HxGN OnCall Analytics \| Dispatch Essentials |
| 360 | System Functions | CAD Management Reporting | Provide a data exporting capability. | HxGN OnCall Analytics \| Dispatch Essentials |
| 361 | System Functions | Snapshot / Event Replay | Include functionality to provide a detailed, system-wide snapshot report and/or graphic display of the current system status. | HxGN OnCall Analytics \| Dispatch Advantage |
| 362 | Interfaces | Essential Interfaces | OnCall can receive ANIALI data and update key caller information on the calltaker form such as Caller Number, caller location and event location. | HxGN OnCall Dispatch \| Call-Taker |
| 363 | Interfaces | Essential Interfaces | Custom fields can be added to a CAD event form to capture additional information coming from ANI/ALI that does not map to existing fields. | HxGN OnCall Dispatch \| Call-Taker |
| 364 | Interfaces | Essential Interfaces | Provide the capability to alert dispatchers, PSAP supervisors, and street-level supervisors of “Hot Hit” via hit detection via hit detection matches configured based on provided interfaces. | HxGN OnCall Dispatch \| Informer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 365 | Interfaces | Essential Interfaces | Provide visual hit detection alerts that can be configured by the system administrator. | HxGN OnCall Dispatch \| Informer |
| 366 | Interfaces | Essential Interfaces | Log relevant queries and their responses (when permitted) for audit purposes. | HxGN OnCall Dispatch \| Informer |
| 367 | Interfaces | Essential Interfaces | Interoperability and sharing event and unit data with third parties can be accomplished via standard interfaces. These include COTS interfaces to third parties such as Police, Fire and EMS records systems, Medical triage vendors, paging/messaging protcol options, Fire Station Alerting and Printing choices and options for interfacing to other systems such as radio systems. | Custom Interface |
| 368 | Interfaces | Essential Interfaces | Be capable of sending event and unit related messages to appropriate devices configured using industry-standard messaging protocols such as SMPP, SMTP, SNPP and WCTP. | HxGN OnCall Dispatch \| Notifications |
| 369 | Interfaces | Essential Interfaces | Provide an administrative mechanism to define paging groups via configuration settings in provided COTs interface. | HxGN OnCall Dispatch \| Notifications |
| 370 | Interfaces | Essential Interfaces | Allow the user to view data provided by the RMS via an interface from within the CAD application, through a hyperlink or other means. | HxGN OnCall Dispatch \| Informer |
| 371 | Interfaces | Additional Interfaces | Interoperability to third party providers can be achieved using Hexagon's industry standard RestAPI which includes documentation, samples and will allow an agency to manage development and support of their interfaces to third party providers. Consult Hexagon Implementation team for specific interface viability. | Custom Interface |
| 372 | Interfaces | Locational Systems Interfaces | OnCall uses external geospatial services for maps, location verification and routing. | HxGN OnCall Dispatch \| Viewer |
| 373 | Interfaces | Locational Systems Interfaces | OnCall will show an intergrated digital map from a configured third party geospatial service e.g. ESRI. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 374 | Interfaces | Locational Systems Interfaces | The OnCall conigured map can show the display of a units latest location if integrated with an AVL system. | HxGN OnCall Dispatch \| Viewer |
| 375 | Interfaces | Locational Systems Interfaces | OnCall allows imagery overlays to be configured onto the base map. This may include imagery such aerial imagery. | HxGN OnCall Dispatch \| Viewer |
| 376 | Interfaces | Locational Systems Interfaces | OnCall uses external geospatial services for maps, location verification and routing. Maps updates are the responsibility of the map provider service. | HxGN OnCall Dispatch \| Viewer |
| 377 | Interfaces | Locational Systems Interfaces | Once an event location is verified a map pin is shown at the verified location on the map to assist the user visually where the event is located. | HxGN OnCall Dispatch \| Viewer |
| 378 | Interfaces | Locational Systems Interfaces | Support integration with a GPS-based AVL system, and accept position updates from Mobile devices such as laptops, smart phones and portable radios. | HxGN OnCall Dispatch \| Viewer |
| 379 | Interfaces | Locational Systems Interfaces | System Administrators can modify map related parameters via the Administrator tool in OnCall. | HxGN OnCall Dispatch \| Administrator |
| 380 | Interfaces | Locational Systems Interfaces | Units with AVL enabled devices that are connected to OnCall have an associated AVL ID. | HxGN OnCall Dispatch \| Tracker |
| 381 | Interfaces | Locational Systems Interfaces | Provide an indicator for a unit on the map and in the unit list that shows that AVL is enabled for that unit. | HxGN OnCall Dispatch \| Viewer |
| 382 | Interfaces | Locational Systems Interfaces | Be able to play back a unit's AVL travel history and see the unit icon move from location to location on a map view. | HxGN OnCall Analytics \| Dispatch Advantage |
| 383 | Interfaces | Locational Systems Interfaces | Users can see when a unit is out of service by their status. If a user performs an operation that is not allowed on an out of service unit they will be alerted with a relevant error. | HxGN OnCall Dispatch \| Viewer |
| 384 | Interfaces | Locational Systems Interfaces | Provide minimal AVL data that include:<br>o Complete activity detail for specific date range<br>o Vehicle last stop/end time for date range<br>o Vehicle first start/begin time for date range (log on / log off) | HxGN OnCall Analytics \| Dispatch Essentials |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 385 | Interfaces | Locational Systems Interfaces | Configured unit status changes and unit location information is passed to AVL system when unit status is changed. | HxGN OnCall Dispatch \| Tracker |
| 386 | Interfaces | Locational Systems Interfaces | Recommend Unit can be configured to recommend the nearest appropriate unit based on unit's latest AVL location. | HxGN OnCall Dispatch \| Essentials |
| 387 | Interfaces | Locational Systems Interfaces | Support the creation of thematic maps for analysis; for example, a map showing the relative crime rate in each law enforcement district/zone in a given county. | HxGn OnCall Analytics - Power Visuals |
| 388 | Interfaces | Locational Systems Interfaces | Support the creation of automatic pin maps for analysis; for example, the system produce a map showing the location of all auto thefts that occurred in a given county during the last two months. | HxGN OnCall Analytics \| Power Visuals |
| 389 | Interfaces | Locational Systems Interfaces | Support the creation of spatial data aggregation; for example, generate crime rates by district statistics by aggregating individual crimes occurring in each district of the County. | HxGN OnCall Analytics \| Power Visuals |
| 390 | Interfaces | Locational Systems Interfaces | Support the creation of trend analysis/forecasting reports. | HxGN OnCall Analytics \| Dispatch Essentials |
| 391 | Interfaces | Locational Systems Interfaces | The event location that is entered by a user or received by ANIALI is verified against the geocoding service that is configured in OnCall Dispatch. | HxGN OnCall Dispatch \| Viewer |
| 392 | Interfaces | Locational Systems Interfaces | A user can enter an event location that is unverifiable (location does not exist in geocoder) and manually enter agency response details such as agency and beat and accept the event which can then be dispatched based on the manual agency response data entered. | HxGN OnCall Dispatch \| Viewer |
| 393 | Interfaces | Locational Systems Interfaces | The system will mark any event locations that have not been verified against the configured geo-coding service. | HxGN OnCall Dispatch \| Viewer |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 394 | Interfaces | Locational Systems Interfaces | All ANIALI packets received are stored in the OnCall database and can be accessed at a later time via Recall ANIALI command. | HxGN OnCall Dispatch \| Call-Taker |
| 395 | Interfaces | Locational Systems Interfaces | Users can search for locatons on the map. | HxGN OnCall Dispatch \| Viewer |
| 396 | Interfaces | Locational Systems Interfaces | Provide a display of the cross streets when verifying a location, if available and configured by the GIS/Map provider. | HxGN OnCall Dispatch \| Viewer |
| 397 | Interfaces | Administration Interfaces | Have the ability to import and display the radio ID (and optionally the officer ID) information to the dispatcher by those keying mobile and/or portable radios. | HxGN OnCall Dispatch \| PTT |
| 398 | Interfaces | Administration Interfaces | Have the ability to interface and synchronize all servers and CAD workstations with the master time clock.<br>o This ensures each workstation and server provides an accurate time stamp. | HxGN OnCall Dispatch \| Viewer |
| 399 | Interfaces | Communications Interfaces | Page or text (automatically) a message to pre-defined recipients or groups of recipients based on the event type. | HxGN OnCall Dispatch \| Notifications |
| 400 | Interfaces | Communications Interfaces | Using configured available COTS interface protocols, provide the capability for a CAD operator (PSAP personnel or CAD users) to page, email, or text a message to pre-defined recipients or groups of recipients | HxGN OnCall Dispatch \| Notifications |
| 401 | Mobile CAD Functions | CAD queries | Perform NCIC based queries as supported by Dispatch, e.g. person, vehicle, property, gun, boat | HxGN OnCall Dispatch \| Mobile Unit |
| 402 | Mobile CAD Functions | CAD queries | Provide ability to query unit history for the signed in unit | HxGN OnCall Dispatch \| Mobile Unit |
| 403 | Mobile CAD Functions | CAD queries | Provide ability to search for a equipment stored for a unit | HxGN OnCall Dispatch \| Mobile Unit |
| 404 | Mobile CAD Functions | CAD queries | Provide ability to search for a person based upon skills needed | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 405 | Mobile CAD Functions | CAD queries | Provide ability to find all logged in users including the position to which they are logged in | HxGN OnCall Dispatch \| Mobile Unit |
| 406 | Mobile CAD Functions | CAD queries | Provide ability to view the chronology of a the current event | HxGN OnCall Dispatch \| Mobile Unit |
| 407 | Mobile CAD Functions | CAD queries | Provide ability to search for events, active or closed | HxGN OnCall Dispatch \| Mobile Unit |
| 408 | Mobile CAD Functions | CAD queries | Provide ability to view defined staging areas | HxGN OnCall Dispatch \| Mobile Unit |
| 409 | Mobile CAD Functions | Event Assignments | Receive notification of assignment to an event | HxGN OnCall Dispatch \| Mobile Unit |
| 410 | Mobile CAD Functions | Event Assignments | Review event details for assignment - Dispatch Report | HxGN OnCall Dispatch \| Mobile Unit |
| 411 | Mobile CAD Functions | Event Assignments | Provide a view of events that have been queued to the unit, and allow the Mobile user to do the following to those queued events:<br>o display a route to the queued event<br>o send a message about the event<br>o remove the event from their queue<br>o change status on the queued event | HxGN OnCall Dispatch \| Mobile Unit |
| 412 | Mobile CAD Functions | Event Assignments | Provide ability for the Mobile user to reset their contact timer | HxGN OnCall Dispatch \| Mobile Unit |
| 413 | Mobile CAD Functions | Event Assignments | Provide ability for the Mobile user to add an event to their queue | HxGN OnCall Dispatch \| Mobile Unit |
| 414 | Mobile CAD Functions | Event Creation | Provide ability for the Mobile user to create a field initiated event, including traffic stops | HxGN OnCall Dispatch \| Mobile Unit |
| 415 | Mobile CAD Functions | Event Creation | Provide ability to send an emergency notification and create an associated event | HxGN OnCall Dispatch \| Mobile Unit |
| 416 | Mobile CAD Functions | Geo-fencing | Provide ability to create and edit geofences | HxGN OnCall Dispatch \| Mobile Unit |
| 417 | Mobile CAD Functions | Manage Unit Status | Provide ability to change status on currently assigned event, including all statuses supported by Dispatch | HxGN OnCall Dispatch \| Mobile Unit |
| 418 | Mobile CAD Functions | Manage Unit Status | Provide ability to self assign to an event | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 419 | Mobile CAD Functions | Manage Unit Status | Provide ability to clear from an event | HxGN OnCall Dispatch \| Mobile Unit |
| 420 | Mobile CAD Functions | Manage Unit Status | Provide ability to withdraw or preempt from an event | HxGN OnCall Dispatch \| Mobile Unit |
| 421 | Mobile CAD Functions | Map Routing | Provide shortcut to view route to current event (Route to My Event) | HxGN OnCall Dispatch \| Mobile Unit |
| 422 | Mobile CAD Functions | Map Routing | Provide shortcut to view route to transport location | HxGN OnCall Dispatch \| Mobile Unit |
| 423 | Mobile CAD Functions | Map Routing | Provide route guidance | HxGN OnCall Dispatch \| Mobile Unit |
| 424 | Mobile CAD Functions | Mapping | Support integration with Bing Map, ArcGIS, Map Box, Open Street map sources | HxGN OnCall Dispatch \| Mobile Unit |
| 425 | Mobile CAD Functions | Mapping | Support integration with Eagleview Integrated Explorer API | HxGN OnCall Dispatch \| Mobile Unit |
| 426 | Mobile CAD Functions | Mapping | Provide appropriate unit-related commands accessible from the map view | HxGN OnCall Dispatch \| Mobile Unit |
| 427 | Mobile CAD Functions | Mapping | Provide map overlays that show additional information, for example, hydrants, cameras, etc. | HxGN OnCall Dispatch \| Mobile Unit |
| 428 | Mobile CAD Functions | Mapping | Provide the ability to filter the events and units displayed on the map view | HxGN OnCall Dispatch \| Mobile Unit |
| 429 | Mobile CAD Functions | Mapping | Provide ability to follow the unit on the map view | HxGN OnCall Dispatch \| Mobile Unit |
| 430 | Mobile CAD Functions | Mapping | Provide ability to rotate the map view | HxGN OnCall Dispatch \| Mobile Unit |
| 431 | Mobile CAD Functions | Messaging | Provide ability to send messages to other mobile users and dispatch users, including groups of users | HxGN OnCall Dispatch \| Mobile Unit |
| 432 | Mobile CAD Functions | Messaging | View and send broadcasts (BOLOs) to other mobile users and dispatch users, including groups of users | HxGN OnCall Dispatch \| Mobile Unit |
| 433 | Mobile CAD Functions | Messaging | Provide ability to view messages sent to the unit, and reply to them | HxGN OnCall Dispatch \| Mobile Unit |
| 434 | Mobile CAD Functions | Messaging | Provide ability to associate a message to an event | HxGN OnCall Dispatch \| Mobile Unit |
| 435 | Mobile CAD Functions | Messaging | Provide ability to add attachments to a message | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 436 | Mobile CAD Functions | Notifications and Alerts | Provide ability to receive system notifications | HxGN OnCall Dispatch \| Mobile Unit |
| 437 | Mobile CAD Functions | Offline Support | Provide support for limited functionality when in an offline state, including:<br>o change unit status<br>o add remarks to event<br>o add supplemental info to event<br>o manually change location<br>o reset time with contact unit | HxGN OnCall Dispatch \| Mobile Unit |
| 438 | Mobile CAD Functions | Screen Layout | Provide ability for the authorized personnel to define screen layouts and workspaces applicable to Mobile users | HxGN OnCall Dispatch \| Mobile Unit |
| 439 | Mobile CAD Functions | Screen Layout | Display board/list of active events, with the ability to filter and sort the list | HxGN OnCall Dispatch \| Mobile Unit |
| 440 | Mobile CAD Functions | Screen Layout | Display board/list of active units, with the ability to filter and sort the list | HxGN OnCall Dispatch \| Mobile Unit |
| 441 | Mobile CAD Functions | Screen Layout | Display Map view showing area of coverage, including active units, active events, and staging areas | HxGN OnCall Dispatch \| Mobile Unit |
| 442 | Mobile CAD Functions | Screen Layout | Display a persistent status bar containing, at a minimum, unit's id, current status, and current location. | HxGN OnCall Dispatch \| Mobile Unit |
| 443 | Mobile CAD Functions | Screen Layout | Support configuration of a button bar that displays command buttons preferred by the customer | HxGN OnCall Dispatch \| Mobile Unit |
| 444 | Mobile CAD Functions | Screen Layout | Provide a smart status button that indicates next logical status | HxGN OnCall Dispatch \| Mobile Unit |
| 445 | Mobile CAD Functions | Screen Layout | Provide dedicated view of current event (My Event view) to which the unit is assigned, including event id, event location, event remarks, caller info, supplemental info (person, vehicle), attachments, SOP info, event tags, and location flags | HxGN OnCall Dispatch \| Mobile Unit |
| 446 | Mobile CAD Functions | Screen Layout | Provide a layout/view suitable for the typically single-screen field user to centralize crucial information for the first responder (My Patrol view) | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 447 | Mobile CAD Functions | Screen Layout | Support ability to toggle between day and night mode colorization of the user interface | HxGN OnCall Dispatch \| Mobile Unit |
| 448 | Mobile CAD Functions | Screen Layout | Provide ability to open an external website | HxGN OnCall Dispatch \| Mobile Unit |
| 449 | Mobile CAD Functions | Screen Layout | Provide view of events nearby the unit | HxGN OnCall Dispatch \| Mobile Unit |
| 450 | Mobile CAD Functions | Screen Layout | Provide view of other units nearby the unit | HxGN OnCall Dispatch \| Mobile Unit |
| 451 | Mobile CAD Functions | Sign On/Log Off/Authorize | Provide ability for Mobile user to specify personnel, unit ID (call sign), and vehicle ID upon logon to the system | HxGN OnCall Dispatch \| Mobile Unit |
| 452 | Mobile CAD Functions | Sign On/Log Off/Authorize | Provide ability for Mobile user to adjust unit properties upon logon | HxGN OnCall Dispatch \| Mobile Unit |
| 453 | Mobile CAD Functions | SOPs | Provide ability to view SOP information for an event | HxGN OnCall Dispatch \| Mobile Unit |
| 454 | Mobile CAD Functions | Staging Areas | View staging areas on the map view | HxGN OnCall Dispatch \| Mobile Unit |
| 455 | Mobile CAD Functions | Supervisory Functions | Include all capabilities of non-supervisory Mobile user | HxGN OnCall Dispatch \| Mobile Unit |
| 456 | Mobile CAD Functions | Supervisory Functions | Assign units to staging areas | HxGN OnCall Dispatch \| Mobile Unit |
| 457 | Mobile CAD Functions | Supervisory Functions | Query the unit history of units under their command | HxGN OnCall Dispatch \| Mobile Unit |
| 458 | Mobile CAD Functions | Supervisory Functions | Edit, close, reopen and delete a broadcast (BOLO) | HxGN OnCall Dispatch \| Mobile Unit |
| 459 | Mobile CAD Functions | Supervisory Functions | Add event comments to all events in their command | HxGN OnCall Dispatch \| Mobile Unit |
| 460 | Mobile CAD Functions | Supervisory Functions | Provide ability to create and edit a staging area, plus manage units assigned to it | HxGN OnCall Dispatch \| Mobile Unit |
| 461 | Mobile CAD Functions | Supervisory Functions | Provide ability to assign an SOP to an event | HxGN OnCall Dispatch \| Mobile Unit |
| 462 | Mobile CAD Functions | Supervisory Functions | Provide ability to insert tasks into an SOP | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 463 | Mobile CAD Functions | Supervisory Functions | Provide ability to cancel or force close an SOP | HxGN OnCall Dispatch \| Mobile Unit |
| 464 | Mobile CAD Functions | System Functions | Provide support for touchscreen input | HxGN OnCall Dispatch \| Mobile Unit |
| 465 | Mobile CAD Functions | System Functions | Provide ability to change password for current user | HxGN OnCall Dispatch \| Mobile Unit |
| 466 | Mobile CAD Functions | System Functions | Provide ability to define shortcut keys/function keys for execution of commands | HxGN OnCall Dispatch \| Mobile Unit |
| 467 | Mobile CAD Functions | System Functions | Support Microsoft Windows platform | HxGN OnCall Dispatch \| Mobile Unit |
| 468 | Mobile CAD Functions | System Functions | Provide a command line interface | HxGN OnCall Dispatch \| Mobile Unit |
| 469 | Mobile CAD Functions | Towing | Provide ability to initiate a tow request | HxGN OnCall Dispatch \| Mobile Unit |
| 470 | Mobile CAD Functions | Towing | Provide ability to cancel a tow request | HxGN OnCall Dispatch \| Mobile Unit |
| 471 | Mobile CAD Functions | Towing | Provide ability to close a tow request | HxGN OnCall Dispatch \| Mobile Unit |
| 472 | Mobile CAD Functions | Towing | Provide ability to reopen a tow request | HxGN OnCall Dispatch \| Mobile Unit |
| 473 | Mobile CAD Functions | Towing | Provide ability to update a tow request | HxGN OnCall Dispatch \| Mobile Unit |
| 474 | Mobile CAD Functions | Update Current Event | Provide ability to update the current event , including location, event type, sub type, and priority | HxGN OnCall Dispatch \| Mobile Unit |
| 475 | Mobile CAD Functions | Update Current Event | Provide ability to update the current event to add remarks, including flagging a remark as critical | HxGN OnCall Dispatch \| Mobile Unit |
| 476 | Mobile CAD Functions | Update Current Event | Provide ability update the current event to assign a case number | HxGN OnCall Dispatch \| Mobile Unit |
| 477 | Mobile CAD Functions | Update Current Event | Provide ability to update the current event specify a disposition code | HxGN OnCall Dispatch \| Mobile Unit |
| 478 | Mobile CAD Functions | Update Current Event | Provide ability to update the current event to add an attachment | HxGN OnCall Dispatch \| Mobile Unit |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 479 | Mobile CAD Functions | Update Current Event | Provide ability to add supplemental information to an event, such as person, vehicle, property, as supported by Dispatch | HxGN OnCall Dispatch \| Mobile Unit |
| 480 | Mobile CAD Functions | Update Current Event | Provide notification to the Mobile user that an event has been updated, and highlight the updated information | HxGN OnCall Dispatch \| Mobile Unit |
| 481 | Mobile CAD Functions | Update Event | Provide ability to update events, including location, event type, sub type, and priority | HxGN OnCall Dispatch \| Mobile Unit |
| 482 | Mobile CAD Functions | Update Event | Provide ability to add or edit tags on an event | HxGN OnCall Dispatch \| Mobile Unit |
| 483 | Mobile CAD Functions | Update Event | Provide ability to modify the disposition code of an event | HxGN OnCall Dispatch \| Mobile Unit |
| 484 | Mobile CAD Functions | Update Unit | Provide ability to set the current unit as the primary unit on an event | HxGN OnCall Dispatch \| Mobile Unit |
| 485 | Mobile CAD Functions | Update Unit | Provide ability to add a unit history record for the unit itself | HxGN OnCall Dispatch \| Mobile Unit |
| 486 | Mobile CAD Functions | Update Unit | Provide ability to update the location of the unit manually | HxGN OnCall Dispatch \| Mobile Unit |
| 487 | Mobile CAD Functions | Update Unit | Provide ability to update the unit's properties and attributes, including vehicle, personnel, device, special contact and shift information. | HxGN OnCall Dispatch \| Mobile Unit |
| 488 | Mobile Handheld Functions | CAD queries | Perform NCIC based queries as supported by Dispatch, e.g. person, vehicle, property, gun, boat | HxGN OnCall Dispatch \| Mobile Responder |
| 489 | Mobile Handheld Functions | CAD queries | Provide ability to query unit history for the signed in unit | HxGN OnCall Dispatch \| Mobile Responder |
| 490 | Mobile Handheld Functions | CAD queries | Provide ability to search for events, active or closed | HxGN OnCall Dispatch \| Mobile Responder |
| 491 | Mobile Handheld Functions | CAD queries | Provide ability to view defined staging areas | HxGN OnCall Dispatch \| Mobile Responder |
| 492 | Mobile Handheld Functions | Event Assignments | Receive notification of assignment to an event | HxGN OnCall Dispatch \| Mobile Responder |
| 493 | Mobile Handheld Functions | Event Assignments | Review event details for assignment - Dispatch Report | HxGN OnCall Dispatch \| Mobile Responder |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 494 | Mobile Handheld Functions | Event Assignments | Provide a view of events that have been queued to the unit, and allow the Mobile user to do the following to those queued events:<br>o remove the event from their queue<br>o change status on the queued event | HxGN OnCall Dispatch \| Mobile Responder |
| 495 | Mobile Handheld Functions | Event Assignments | Provide ability for the Mobile user to add an event to their queue | HxGN OnCall Dispatch \| Mobile Responder |
| 496 | Mobile Handheld Functions | Event Creation | Provide ability for the Mobile user to create a field initiated event, including traffic stops | HxGN OnCall Dispatch \| Mobile Responder |
| 497 | Mobile Handheld Functions | Event Creation | Provide ability to send an emergency notification and create an associated event | HxGN OnCall Dispatch \| Mobile Responder |
| 498 | Mobile Handheld Functions | Manage Unit Status | Provide ability to change status on currently assigned event, including all statuses supported by Dispatch | HxGN OnCall Dispatch \| Mobile Responder |
| 499 | Mobile Handheld Functions | Manage Unit Status | Provide ability to self assign to an event | HxGN OnCall Dispatch \| Mobile Responder |
| 500 | Mobile Handheld Functions | Manage Unit Status | Provide ability to clear from an event | HxGN OnCall Dispatch \| Mobile Responder |
| 501 | Mobile Handheld Functions | Manage Unit Status | Provide ability to withdraw or preempt from an event | HxGN OnCall Dispatch \| Mobile Responder |
| 502 | Mobile Handheld Functions | Map Routing | Provide route to current event | HxGN OnCall Dispatch \| Mobile Responder |
| 503 | Mobile Handheld Functions | Map Routing | Provide route guidance | HxGN OnCall Dispatch \| Mobile Responder |
| 504 | Mobile Handheld Functions | Mapping | Support integration with Bing Map, ArcGIS, Map Box, Open Street map sources (provided that Dispatch is configured as such) | HxGN OnCall Dispatch \| Mobile Responder |
| 505 | Mobile Handheld Functions | Mapping | Provide appropriate unit-related commands accessible from the map view | HxGN OnCall Dispatch \| Mobile Responder |
| 506 | Mobile Handheld Functions | Mapping | Provide map overlays that show additional information, for example, hydrants, cameras, etc. | HxGN OnCall Dispatch \| Mobile Responder |
| 507 | Mobile Handheld Functions | Messaging | Provide ability to send messages to other mobile users and dispatch users, including groups of users | HxGN OnCall Dispatch \| Mobile Responder |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 508 | Mobile Handheld Functions | Messaging | Send broadcasts (BOLOs) to other mobile users and dispatch users, including groups of users | HxGN OnCall Dispatch \| Mobile Responder |
| 509 | Mobile Handheld Functions | Messaging | Provide ability to view messages sent to the unit, and reply to them | HxGN OnCall Dispatch \| Mobile Responder |
| 510 | Mobile Handheld Functions | Messaging | Provide ability to add attachments to a message | HxGN OnCall Dispatch \| Mobile Responder |
| 511 | Mobile Handheld Functions | Messaging | Provide ability to associate a message to an event | HxGN OnCall Dispatch \| Mobile Responder |
| 512 | Mobile Handheld Functions | Notifications and Alerts | Provide ability to receive system notifications | HxGN OnCall Dispatch \| Mobile Responder |
| 513 | Mobile Handheld Functions | Offline Support | Provide support for limited functionality when in an offline state, including:<br>o change unit status<br>o add remarks to event | HxGN OnCall Dispatch \| Mobile Responder |
| 514 | Mobile Handheld Functions | Screen Layout | Display board/list of active events | HxGN OnCall Dispatch \| Mobile Responder |
| 515 | Mobile Handheld Functions | Screen Layout | Display board/list of active units | HxGN OnCall Dispatch \| Mobile Responder |
| 516 | Mobile Handheld Functions | Screen Layout | Display Map view showing area of coverage, including active units, active events, and staging areas | HxGN OnCall Dispatch \| Mobile Responder |
| 517 | Mobile Handheld Functions | Screen Layout | Display a persistent status bar containing, at a minimum, unit's id, current status, and current location. | HxGN OnCall Dispatch \| Mobile Responder |
| 518 | Mobile Handheld Functions | Screen Layout | Support configuration of a button bar that displays command buttons preferred by the customer | HxGN OnCall Dispatch \| Mobile Responder |
| 519 | Mobile Handheld Functions | Screen Layout | Provide a smart status button that indicates next logical status | HxGN OnCall Dispatch \| Mobile Responder |
| 520 | Mobile Handheld Functions | Screen Layout | Provide a layout/view suitable for the smart device to centralize crucial information for the first responder | HxGN OnCall Dispatch \| Mobile Responder |
| 521 | Mobile Handheld Functions | Screen Layout | Support ability to toggle between day and night mode colorization of the user interface | HxGN OnCall Dispatch \| Mobile Responder |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 522 | Mobile Handheld Functions | Screen Layout | Provide ability to open an external website | HxGN OnCall Dispatch \| Mobile Responder |
| 523 | Mobile Handheld Functions | Sign On/Log Off/Authorize | Provide ability for Mobile user to specify personnel, unit ID (call sign), and vehicle ID upon logon to the system | HxGN OnCall Dispatch \| Mobile Responder |
| 524 | Mobile Handheld Functions | Staging Areas | View staging areas on the map view | HxGN OnCall Dispatch \| Mobile Responder |
| 525 | Mobile Handheld Functions | System Functions | Support Apple® Inc Devices (iPhone & iPad) | HxGN OnCall Dispatch \| Mobile Responder |
| 526 | Mobile Handheld Functions | System Functions | Support Google® Android™ | HxGN OnCall Dispatch \| Mobile Responder |
| 527 | Mobile Handheld Functions | System Functions | Support MDM - AppConfig support for deployment | HxGN OnCall Dispatch \| Mobile Responder |
| 528 | Mobile Handheld Functions | System Functions | Integrate with in-vehicle displays for iOS (Apple CarPlay) and Android (Android Auto) | HxGN OnCall Dispatch \| Mobile Responder |
| 529 | Mobile Handheld Functions | System Functions | Support integration with Apple® Watch wearable | HxGN OnCall Dispatch \| Mobile Responder |
| 530 | Mobile Handheld Functions | System Functions | Support display on smart phone or tablet | HxGN OnCall Dispatch \| Mobile Responder |
| 531 | Mobile Handheld Functions | Update Current Event | Provide ability to update the current event , including location, event type, sub type, and priority | HxGN OnCall Dispatch \| Mobile Responder |
| 532 | Mobile Handheld Functions | Update Current Event | Provide ability to update the current event to add remarks, including flagging a remark as critical | HxGN OnCall Dispatch \| Mobile Responder |
| 533 | Mobile Handheld Functions | Update Current Event | Provide ability update the current event to assign a case number | HxGN OnCall Dispatch \| Mobile Responder |
| 534 | Mobile Handheld Functions | Update Current Event | Provide ability to update the current event specify a disposition code | HxGN OnCall Dispatch \| Mobile Responder |
| 535 | Mobile Handheld Functions | Update Current Event | Provide ability to update the current event to add an attachment | HxGN OnCall Dispatch \| Mobile Responder |
| 536 | Mobile Handheld Functions | Update Current Event | Provide ability to add supplemental information to an event, such as person, vehicle, property, as supported by Dispatch | HxGN OnCall Dispatch \| Mobile Responder |

| HxGN OnCall Dispatch Capabilities Matrix (2409) - 27 November 2024 | | | | |
|---|---|---|---|---|
| Item # | Section | Category | HxGN OnCall Capability | Product Name |
| 537 | Mobile Handheld Functions | Update Current Event | Provide notification to the Mobile user that an event has been updated, and highlight the updated information | HxGN OnCall Dispatch \| Mobile Responder |
| 538 | Mobile Handheld Functions | Update Event | Provide ability to update events, including location, event type, sub type, and priority | HxGN OnCall Dispatch \| Mobile Responder |
| 539 | Mobile Handheld Functions | Update Unit | Provide ability to add a unit history record for the unit itself | HxGN OnCall Dispatch \| Mobile Responder |
| 540 | Mobile Handheld Functions | Update Unit | Provide ability to update the location of the unit manually | HxGN OnCall Dispatch \| Mobile Responder |
| 541 | Mobile Handheld Functions | Update Unit | Provide ability to update the unit's properties and attributes, including vehicle, personnel, device | HxGN OnCall Dispatch \| Mobile Responder |

# Attachment H – Interface Descriptions

## Phase 1 COTS Interfaces

### ANI/ALI Interface

The ANI/ALI interface works with the Call-taker component of OnCall Dispatch Advantage to provide Next Generation support for solicited multimedia data associated with a call. Call-Taker is designed to support new modes of communication, such as SMS and MMS text (photos and video) and allows the addition of new call types going forward. It provides global support for handling Next Generation data processed by the PSAP.

OnCall Dispatch supports FCC Phase II requirements for cellular 911 calls and supports the creation of events based on a geographic coordinate location. The ANI/ALI packets for Phase II Wireless 911 calls include the coordinates (in lat/long or other standard coordinate system, as dictated by the NENA standard or FCC requirements), and uses this information to show the caller's geographic coordinate location on the map. The nearest civic address can also be estimated and displayed. The exact format of this data in the ANI/ALI packet must be supplied by the Customer (in conjunction with their phone system supplier).

**Assumptions:**

- Hexagon assumes that the Customer's ANI/ALI controller supports NENA Format Versions 1 and 2 (Fixed Length ASCII), NENA version 3 (Tagged Delimited), and NENA version 4 (XML). These formats are documented in NENA documents NENA 02—010 v9 now “Legacy Data formats for ALI, MSAG &GIS” and NENA 04-001 v2 now “E9-1-1 PSAP Equipment”.
- The ANI/ALI interface component of the OnCall Dispatch System will provide the interface to an ANI/ALI controller, and will accept ANI/ALI packets containing ASCII, tagged delimited, or XML data via an Ethernet Network (TCP/IP) or an RS-232 connection
- Hexagon assumes that the ANI/ALI protocol packet provides the number, address and answering position of the call when answered.
- The FCC order released June 3, 2005 requires that all VoIP vendors, serving U.S. customers, must offer service to route 911 VoIP calls through the current E-911 infrastructure. This means that all VoIP 911 calls from registered subscribers will be received through the PSAP’s 911 trunks and handled by their ANI/ALI Controller. The PSAP is responsible for ensuring that their ANI/ALI Controller is capable of handling the ALI Database lookup for these calls. ANI/ALI packets for VoIP calls will be received by the CAD system, over the same CAD link, from the ANI/ALI Controller, as the landline and cellular calls. VoIP calls with a caller’s address will be handled like landline calls and VoIP calls with a location specified by coordinates will be handled like Phase II cellular calls.
- If the center requires an interface to a method of receiving ANI/ALI or other Data for VoIP calls other than the traditional ANI/ALI Controller, this interface will have to be rescoped as a custom interface. The Customer must provide complete specifications of the device or service providing the data.
- Given the current uncertainty in the telephony provider market on how SMS/MMS information will be transmitted, Hexagon assumes that the SMS/MMS information is being provided through the external SMS provider.

**Constraints:**

- The Customer is also responsible for the maintenance and support of any hardware, software, or cabling required to provide the physical interface between the ANI/ALI Communications Server

and the ANI/ALI Controller. Hexagon's demarcation point, for responsibility for the ANI/ALI stream, is at the port or socket on the communications server.

- The Customer must supply a complete and accurate description of the ANI/ALI controller interface and data it provides for CAD field mapping.

## HxGN OnCall Dispatch | Informer

- NCIC

Informer provides a set of forms designed to run queries on local, provincial, regional, and/or national crime information databases, such as the National Crime Information Center (NCIC), or to databases associated with external applications.

The Informer interface automatically routes queries and responses between clients and the external systems, and if the external database supports unique routing codes for each query and response, Informer may be implemented to automatically initiate queries in response to actions executed within the OnCall Dispatch system. For example, defining an event as a vehicle stop and entering the license tag number within OnCall Dispatch may automatically initiate the "Vehicle Query by License Number." The product can be further configured to automatically enter all query results in a centralized server log, as well as to automatically attach query results to the event. Using the OnCall Dispatch messaging capability, responses may also be forwarded. Informer can be configured to use and display HTML forms on its front-end client application. Informer can display HTML, XML/XSL or plain ASCII text responses on that same client.

Informer is comprised of user dialogs and service components. The service components are:

- A module that runs in the OnCall environment,
- A provider that directly interfaces to external systems, and
- A bridge that handles communication between the two.

These services are orchestrated to route requests and responses between OnCall and the external systems.

The services are architected so the module, bridge and provider can be configured to run in the cloud or on-premise. For example, OnCall and the module could be configured to run in the cloud with the bridge and provider configured to run on-premise to facilitate communications with the external systems.

The user dialogs are a standard feature that work within OnCall Dispatch | Essentials and OnCall Dispatch | Advantage. When configured, these dialogs present the OnCall user with an Informer Message view that will allow them to submit requests and view responses. The dialogs component also supports a command line interface from within the OnCall Dispatch products. A set of configurable OnCall dialogs are provided which are used to collect request data and submit it to external systems.

Hexagon has included the NCIC transactions as noted above in the CommSys ConnectCIC Installation Task.

Informer includes three providers that can be configured to communicate with external systems. These are:

1. Open Database Connectivity (ODBC)

2. CommSys
3. OnCall Records

In addition, Informer provides:

- Explicit sign on and sign off using authorizations defined in the OnCall database
- Transaction level security, which verifies user authorization for each query type
- Hit detection that allows responses to be searched for specific text. If found, notifications can be automatically distributed based on configurable designations

Informer currently supports XML responses in TCP/IP packets.

**Assumptions:**

- Implementation of the CommSys provider requires at a minimum the purchase of the CommSys ConnectCIC module and CommSys' Real Time Data Mining (RTDM) feature.
- Additional provider implementations can be developed through extra services.
- Any parsing requires production-quality data (not just limited response test data).
- The connection to a state or national database may require additional hardware and software. Connection through TCP/IP or Web Site is highly preferred.
- Each distinct provider requires OnCall Dispatch | Informer implementation installation and configuration services.
- A single license supports a given site. However, each distinct database connection requires custom OnCall Dispatch | Informer implementation development services.

## HxGN OnCall Dispatch | Notifications

- Email, SMS/Text Messaging

OnCall Dispatch | Notifications provides connectivity between the dispatching environment and multiple internal and external communication endpoints. It allows for the definition of customer-specific rules for notifying interested parties based on activities in the CAD system. These include a third-party paging controller, email application, and SMS text. Dependent on the protocol supported by the system, OnCall Dispatch | Notifications uses either SNPP level 1 (Simple Network Paging Protocol), SMPP (Short Message Peer to Peer), SMTP (Simple Mail Transfer Protocol), or WCTP (Wireless Communication Transfer Protocol).

This product serves as an extension to the OnCall Dispatch functionality.

Notifications may be sent through the OnCall messaging system, which supports group messaging and logs messages sent, or may be sent automatically when a unit is dispatched to an event. The OnCall Dispatch | Notifications interface provides the ability to send information or general tone alerting from the OnCall Dispatch system.

The SMTP software driver module (SDM) provides the ability to send email messages. The SMTP SDM will distribute paging messages as directed by the paging system interface (PSI) application. The PSI

application is designed to listen for Send Message packets from Hexagon's CAD software application (OnCall Dispatch). Once the PSI application captures a Send Message packet, it forwards the message and its contents to the SDM of interest. The SMTP SDM is an integral part of the complete PSI application and its inclusion helps to complete the functionality for a working paging system interface to the OnCall Dispatch application.

The OnCall Dispatch | Notifications interface consists of three parts:

- The User Interface portion (client)
- Communication server paging process (server)
- Controller/hardware specific driver software (SDM) necessary to control communication to a particular paging system controller

**Constraints:**

- SMTP provides the ability to send email messages and is the link between the Microsoft® Windows® Exchange server and the OnCall Dispatch | Notifications system.
- OnCall Dispatch | Notifications does not support bidirectional communications.
- The Customer is responsible for providing complete and accurate documentation for the system interface.
- Hexagon cannot be held accountable for incompatibilities that occur in this interface as the result of changes to input/output formats or data requirements associated with the third-party vendor's product.

## HxGN OnCall Dispatch | Fire Link

- ESO

Hexagon's Fire Link product interfaces to various Fire RMS applications facilitating the automatic transfer of event and unit data from OnCall Dispatch generated during a Call for Service. The designated third-party RMS vendor (or the Customer) is then responsible for importing the information into the relevant fields/tables of the target database.

Fire Link automates data transfers to the external system at periodic intervals as follows:

- Event information is generated when the first unit's status changes to that specified by the user. Valid status changes include Dispatch, Enroute, OnScene, Transport, Transport Arrive and Clear.
- Unit information is generated for each unit whose status changes to that specified by the user. More than one status can be specified for sending unit information.
- Event information that includes event closing data, is generated when the event is closed.

The Fire Link Interface is available in two options (if using more than one option, then a separate Fire Link Interface is required for each option):

- Vendor-defined XML output to FIREHOUSE Software by ESO
  - For the FIREHOUSE FireRMS interface, Fire Link will transfer event and resource data to FIREHOUSE's Custom Hexagon CAD Monitor, which in turn will populate the FIREHOUSE RMS Database. This is an ASCII File Transfer.
- Standard XML output for all other FRMS vendors

**Assumptions:**

- The transmission protocol between Fire Link and the remote FireRMS is TCP/IP.
- Fire Link interfaces to a single database.

**Constraints:**

- The Customer is responsible for providing complete and accurate documentation on the systems to be interfaced.
- The Customer is responsible for acquiring and installing a data import capability into their current Fire RMS(s).
- For the interface to FIREHOUSE RMS, the Customer is responsible for providing the FIREHOUSE RMS communications and associated equipment. The Customer is also responsible for acquiring and installing the Custom Hexagon CAD Monitor data import capability into their current Fire RMS.
- Hexagon cannot be held accountable for incompatibilities in its interface which are due to changes in input/output formats or data requirements of the vendor's product.

## HxGN OnCall Dispatch | CAD Link

- Axon RMS

The OnCall Dispatch | CAD Link interface automates the periodic transfer of event and unit information from OnCall Dispatch to external systems such as, but not limited to, records management systems and electronic patient care systems by creating and then updating a single extensible markup language (XML) file per unique agency event in OnCall Dispatch. The third-party vendor (or the Customer) is then responsible for retrieving the XML files and placing them where the external system can ingest and process them.

Based on configuration parameters, CAD Link will select or ignore events based on a combination of these criteria:

- Agency and Dispatch Group
- Event Type/Subtype
- Disposition Code
- Special Situation Type
- Situation Found
- The generation of a case number on an event

For example, CAD Link can be configured to only generate XML files for fire events and not police events.

CAD Link generates the initial XML file when an event is created or when the first unit is dispatched. The same XML file is updated periodically throughout the event. The following actions trigger an update of the file.

- Enroute
- Arrive
- Change Location

- Transport
- Transport Arrive
- Available

One OnCall Dispatch deployment will support many CAD Link interfaces. Each instance mentioned above requires its own configuration and testing process. The implementation of each CAD Link instance includes the setup and configuration of the triggers and filters, and the data is provided using the standard unit and event object template. Customization of the XML is outside the scope of this statement of work. Third-party vendors are required to comply with CAD Link XML format.

**Assumptions:**

- Hexagon assumes this is for transferring CAD event and unit data only to the specified systems.
- Additional services are required from the third-party vendor to consume and distribute the incident information provided via CAD Link.
- The Customer will be responsible for any data mapping.
- The Customer will provide a technical resource and any necessary subject matter experts.
- The Customer will provide a means to test the CAD Link output against the third-party vendor's system.
- Hexagon will configure CAD Link to output the XML file to a file share on the OnCall Dispatch Interface server. The Customer's responsible for getting the file to the appropriate location for the external system to consume.
- The customer is responsible for maintaining the file share and removing the files after they have been processed by the third-party system(s).
- The Customer is responsible for ensuring that any third-party vendor technical resources are available to support the testing of this interface.
- Hexagon assumes the third-party vendor can accept and ingest an XML file for this interface.
- This one-way interface sends data from OnCall Dispatch to the external system(s).

**Constraints:**

- CAD Link does not provide features for obtaining "next available case numbers," "location verification," or any other OnCall Dispatch-related functionality or interface; it only provides export of specified event data for OnCall Dispatch events.

## HxGN OnCall Dispatch | Geocoding

- What3Words

The Geocoding Interface is an addon component to the HxGN OnCall Dispatch product suite. The Geocoding Interface can connect to different third-party geocoding providers through configuration, using DotLiquid templates to transform the OnCall geocoding requests into the format which is required by the third-party provider and vice versa.

Out-of-the-box templates are available to connect the Geocoding Interface to the following third-party geocoding providers:

- What3Words

# Phase 2 COTS Interfaces

## HxGN OnCall Dispatch | ProQA Interface

The OnCall Dispatch | ProQA Interface for Paramount application is a protocol-based product that provides a standard certified set of determination questions and answers that Police, Fire and EMS can use to identify the necessary resources required when responding to an event. OnCall Dispatch | ProQA Interface for Paramount is an add-in to the OnCall Dispatch | Call-Taker application (included with OnCall Dispatch Advantage).

Key Features:

- Multi-discipline launching
- Pre-alerts
- Transfer of location information to OnCall Dispatch | Call-Taker
- Configured to spill key questions into the Event information remarks field.

We also provide a Pre-Alert capability, if ProQA is configured to send the chief complaint code and the answers to the initial questions to CAD before the user starts answering the Key Questions. CAD can then create the event or create and automatically accept the event dependent on the configuration.

Per the Priority Dispatch Paramount website, Hexagon (as Intergraph Corporation) is listed at the platinum level.

Upon determination by the operator that Paramount medical is needed, the operator clicks the Medical button, or issues the medical command. The interface brings the Paramount Medical application to the foreground and places focus in first editable control. The operator then progresses through the paramount application as normal. Upon reaching a determinant code, the operator clicks the flashing alert symbol in Paramount causing the data to be sent to OnCall Dispatch | Advantage. The Paramount application will populate location, caller information, an event-type and sub-type, and the key questions as configured by the Paramount medical admin utility, will spill into the event remarks. OnCall Dispatch | Advantage can optionally automatically accept the event or allow the operator to make further edits and then accept the event.

The operator then places the event into update to allow Paramount to make any further changes as the operator completes the case in Paramount. Upon completion of the Paramount case, the operator would accept any changes into the OnCall Dispatch event.

OnCall Dispatch records the Paramount case number as part of the event record so that the case is permanently linked to the event. If the Paramount button (or command) is clicked for an event that already had Paramount run against it, the case summary is displayed in Paramount.

A single agency event can only have one Paramount case number associated with it.

**Assumptions:**

- The OnCall Dispatch system supports ProQA version 13.0.
- SMS Texting is not currently supported for Paramount 5.1.

## HxGN OnCall Dispatch | Tracker

- Radio

HxGN OnCall Dispatch | Tracker accepts incoming Global Positioning Satellite (GPS) data directly from a GPS device, location servers or mobile data devices. HxGN OnCall Dispatch | Tracker functions as an extension to the dispatch environment, periodically updating vehicle and personnel locations in OnCall maps and monitors. The time and location deltas can be configured by the customer. System capacity and performance must be accounted for when configuring these parameters.

### Supported GPS Devices:

- Devices running Mobile Unit or Mobile Responder
- Radios transmitting GPS data in the following message formats
  - Trimble TAIP messages, UDP connection
  - NMEA messages, UDP connection
  - OpenSky messages, UDP connection
    - Harris GPS Radio Types M-803, M5300, M7200, M7300, P5400, P5500, P7200 transmit OpenSky GLR1/GLP1 messages over UDP
  - OMA/MLP (web service)

### Non-Supported GPS Devices

- Smartphones ***not*** running Mobile Responder or Mobile Unit
- Harris radios that do not support OpenSky messages
  - M7100, P7100, XG-100M, XG-75, XG-100P

Certain GPS devices also accept commands from external systems to control the frequency of location reports. HxGN OnCall Dispatch | Tracker can be configured to send the appropriate commands to these devices, setting the frequency of location reports based upon unit type, unit status, and the type of event the unit is currently assigned to.

When OnCall Dispatch | Tracker is used with our mobile solution on MDCs, Mobile Unit uses the in-vehicle map and high-speed access to the GPS receiver to match the vehicles route to the map to determine the address of the vehicle. This approach is necessary because mapping information is seldom as accurate as the GPS device. The map is often several hundred feet off from the true location. This approach is more accurate than the more common method of using a server to attempt to place a point on the map based on a single position report. The computed location is used to pre-populate forms requiring a location such as on-view incidents and unit emergency. The officer can override the location if required as a final check before submitting the command.

The selected GPS receivers may support commands to change their delta time and/or delta distance reporting rates dynamically. AVL information may be used in the CAD system in the Recommend Unit processing.

Depending on the existing AVL solution, the OnCall Dispatch | Tracker interface supports three different modes of operation: passive, poll, and poll list:

- Passive mode interfaces to a radio system, data terminal system, or location server and directly receives location reports from radio, MDT, or GPS devices. In the passive mode, OnCall Dispatch | Tracker exerts no control over the behavior of the location reporting devices and only receives these location reports, processes their contents, and forwards them to OnCall Dispatch when needed.

This mode is useful when the devices are not capable of responding/honoring the poll rate commands that are issued to them from OnCall Dispatch | Tracker. This mode is also used when the GPS devices in service are capable of regulating their own polling.

- In poll list mode, OnCall Dispatch | Tracker may interface with a location server or controller; that is, a software/hardware solution that performs the actual polling of vehicles and devices. The location server/controller may also perform other functions, such as differential correction. This could be some software application running on a different server (Windows, Linux, and so forth) or some other type of hardware controller (a “black box”) that communicates with the devices OnCall Dispatch | Tracker needs to set the poll rates for. In this mode, OnCall Dispatch | Tracker does not communicate directly with these devices but instead goes through an intermediate “solution” that communicates with the devices. Essentially, this is an indirect mode of communication where OnCall Dispatch | Tracker must go through third-party “solution” to communicate with the devices.

  OnCall Dispatch | Tracker builds a list of devices internally that it packages up and sends to the location server or controller (“solution”) when it sets poll rates in the “poll list” mode. All devices are then divided among poll groups which are configured in the **AVL Poll Group** dialog. OnCall Dispatch | Tracker assigns each unit to one of these poll groups based on specified parameters of the unit. As in the poll mode, these may include a unit’s type (agency/dispatch group), unit status, event type and/or last reported velocity.

  Each poll group has an associated polling interval. For example, a poll group may be defined to be all vehicles whose status is ‘ON SCENE’ and whose last reported velocity is less than 10 miles per hour; the polling interval for this group could be set to 600 seconds (10 minutes). When OnCall Dispatch | Tracker determines that the last location report for a vehicle in this polling group is more than 10 minutes old, it will generate a new poll request to the controller. The poll group with the largest polling interval defines the maximum polling cycle for the fleet.

  The poll list mode is used to minimize the contention for radio frequency bandwidth. The location server/controller sends out the location queries to each device in the polling list along with a time-slot during which it expects to receive the corresponding location report. In this manner, the controller seeks to guarantee that no two vehicles will attempt to transmit a location report simultaneously.

- Poll mode requires the devices to be programmable by an external source. This programmability allows the reporting behavior of the device to be by varying parameters, such as delta distance and/or delta time that are transmitted directly to each device. In poll mode, all devices are divided among a certain number of poll groups. OnCall Dispatch | Tracker assigns each unit or device to one of these poll groups based on certain parameters of the unit.

  OnCall Dispatch | Tracker actively changes these parameters by assigning new values based on a unit’s type (agency/dispatch group), status (Available, On-Scene, and so forth) and an event type. For systems that include velocity in the location report, the last reported velocity may also be used to determine the location reporting behavior.

**Assumptions:**

- Licensing is by device
- OnCall Dispatch | Tracker is a zero-cost product when bidding Hexagon mobile clients (Mobile Unit and Mobile Responder)
  - Pricing is only required when connecting to non-Hexagon devices such as radios and third party mobile clients
- OnCall Dispatch | Tracker must be installed and licensed to track any device even if there is no cost to the Customer

- The OnCall Dispatch | Tracker interface establishes communications between a third-party AVL controller/message switch and the OnCall Dispatch System.
- Hexagon assumes that communication with the AVL controller/message switch will be achieved via TCP/IP or serial line (RS-232) communication protocol.
- The OnCall Dispatch | Tracker interface supports NMEA, OpenSky, BlueTree, Sierra Wireless RNAP, and TAIP protocols and devices that support these protocols should be compatible with OnCall Dispatch | Tracker. If the Customer is currently running AVL hardware that OnCall Dispatch | Tracker does not support, additional services must be purchased to develop a custom AVL interface.
- Hexagon recommends that the Customer purchase a device such as the Sierra Wireless, Trimble TrimFleet, or Airlink modems that supports one of the above protocols.
- Hexagon assumes that the Customer uses one of the supported GPS Receiver/Systems. If the Customer requires Hexagon to interface to a GPS Receiver/System that is not supported, additional development services will need to be quoted.

**Constraints:**

- The Customer is responsible for providing Hexagon with a complete and accurate description of the interface to the AVL controller/message switch.
- If the Customer has AVL hardware that OnCall Dispatch | Tracker currently does not support, Hexagon reserves the right to bid additional services to develop a custom AVL interface.
- Hexagon cannot be held accountable for incompatibilities that occur in this interface as the result of changes to input/output formats or data requirements associated with the third-party vendor's product.

## HxGN OnCall Dispatch | PTT

- Motorola AXS

PTT interfaces to a radio system controller over a network connection (TCP/IP) connection to provide PTT information to a dispatcher workstation. Each time a radio unit in the field transmits to the dispatch environment, the identification of the transmitting unit is displayed within OnCall Dispatch. PTT also supports a Unit Emergency signal from a PTT radio.

PTT includes Push to Talk Bannering and an Emergency Button. An emergency alarm triggers the CAD Unit Emergency command, which notifies all dispatcher positions (and optionally all call taker positions) of the emergency. CAD operators are alerted by enabling the Unit Alarm button (the text font color changes to RED), and an audible warning. PTT will also display a Unit Emergency notification dialog box.

The radio ID provided by the vendor is mapped to the Unit ID. When PTT is activated by a radio user, the radio ID is used to query the database and display configurable unit information in the Banner window.

**Assumptions:**

- OnCall Dispatch | PTT interface supports the following radio systems:
  - Motorola MCC7500 – MCC7500 Console
  - Motorola Centracom (being replaced by the MCC7500) – Centracom Gold Elite (MCGE) Console
  - Motorola Sims II – SIMS II CADI

- Hexagon has included Hexagon's COTS PTT Interface for the connection to Motorola AXS. Once the API documentation is received from Motorola, additional services may be required to implement the interface, which would be addressed via a Change Order.
- Hexagon assumes that the Customer has access to the necessary port on the radio system and that the Customer will supply the SDK necessary to provide the interface between PTT and the radio system.
- If the site has more than one PSAP the other PSAP will be running the same radio system.
- One license of PTT is required per server and can connect to multiple radio systems.
- To support redundancy, the radio system controller must support multiple connections. This is done through network connections (TCP/IP).

**Constraints:**

- The Customer is responsible for any software licensing required by the radio vendor to provide console connectivity by PTT.
- The Customer is responsible for providing any hardware/software and licenses on the radio system as required for implementation of this interface to the radio system.
- The Customer is also responsible for providing complete and accurate documentation on the radio system interface, which is assumed to be over TCP/IP connection.
- The Customer is responsible for providing any specific SDK necessary to implement the interface.
- At a minimum, PTT packets received from the radio system must include the talk group/channel being used and the radio ID.
- Hexagon cannot be held accountable for incompatibilities in its interface that are due to changes in input/output formats or data requirements of the vendor's product.

## HxGN OnCall Dispatch | CAD Link

- SalesForce
- Axon my90

The OnCall Dispatch | CAD Link interface automates the periodic transfer of event and unit information from OnCall Dispatch to external systems such as, but not limited to, records management systems and electronic patient care systems by creating and then updating a single extensible markup language (XML) file per unique agency event in OnCall Dispatch. The third-party vendor (or the Customer) is then responsible for retrieving the XML files and placing them where the external system can ingest and process them.

Based on configuration parameters, CAD Link will select or ignore events based on a combination of these criteria:

- Agency and Dispatch Group
- Event Type/Subtype
- Disposition Code
- Special Situation Type
- Situation Found

- The generation of a case number on an event

For example, CAD Link can be configured to only generate XML files for fire events and not police events.

CAD Link generates the initial XML file when an event is created or when the first unit is dispatched. The same XML file is updated periodically throughout the event. The following actions trigger an update of the file.

- Enroute
- Arrive
- Change Location
- Transport
- Transport Arrive
- Available

One OnCall Dispatch deployment will support many CAD Link interfaces. Each instance mentioned above requires its own configuration and testing process. The implementation of each CAD Link instance includes the setup and configuration of the triggers and filters, and the data is provided using the standard unit and event object template. Customization of the XML is outside the scope of this statement of work. Third-party vendors are required to comply with CAD Link XML format.

**Assumptions:**

- Hexagon assumes this is for transferring CAD event and unit data only to the specified systems.
- Additional services are required from the third-party vendor to consume and distribute the incident information provided via CAD Link.
- The Customer will be responsible for any data mapping.
- The Customer will provide a technical resource and any necessary subject matter experts.
- The Customer will provide a means to test the CAD Link output against the third-party vendor's system.
- Hexagon will configure CAD Link to output the XML file to a file share on the OnCall Dispatch Interface server. The Customer's responsible for getting the file to the appropriate location for the external system to consume.
- The customer is responsible for maintaining the file share and removing the files after they have been processed by the third-party system(s).
- The Customer is responsible for ensuring that any third-party vendor technical resources are available to support the testing of this interface.
- Hexagon assumes the third-party vendor can accept and ingest an XML file for this interface.
- This one-way interface sends data from OnCall Dispatch to the external system(s).

**Constraints:**

- CAD Link does not provide features for obtaining "next available case numbers," "location verification," or any other OnCall Dispatch-related functionality or interface; it only provides export of specified event data for OnCall Dispatch events.

# Phase 1 Standard Interfaces

## CAD to CAD OnCall Dispatch Interface

- Tablet Command

**Tablet Command Description:**

The Tablet Command Integration is a bi-directional interface between OnCall Dispatch and third party Mobility product, Tablet Command. This passes real time event and unit information between the two platforms using XML documents.

**Tablet Command Assumptions:**

- The Tablet Command connector includes communication of AVL data for Tablet Command equipped units

## RapidSOS OnCall Call-Taker Interface

The RapidSOS OnCall Call-Taker Interface is a direct link-based interface, for the purpose of requesting and receiving location accuracy information from the caller's device via the RapidSOS Web Portal.

The interface deploys as an ISM Based Service on an Interface/Communications Server (for On Premise Deployments) or in a Microsoft Azure Docker Container (for Managed/Cloud Deployments).

**Assumptions:**

- Configuration includes customer's RapidSOS credentials.
- Customer must obtain RapidSOS credentials before interface can be tested.

## Fire Station Alerting OnCall Interface

- Station Alerting System

The Interface sends unit and event information to the third party Fire Station Alerting solution to trigger station alarms, unit dispatch, and other services provided by the vendor as defined by their API.

Where appropriate, this interface can be configured to be bi-directional to record alert acknowledgements either by message to the dispatcher or logged to the event remarks.

Vendors supported in this product include the below. If the City chooses an FSA vendor from the list below, then no additional services will be required.

- Locution CAD Voice Server (version 5.10)
- Purvis (Version 2.1)
- US Digital Design's Phoenix G2 (Version 2.5)
- Westnet FIRST-IN (API Version 1.0.7, 1.0.7a and 1.0.8)
- Zetron IP (XML) version 2.6.0

### Dispatch Alerts OnCall Interface

- PulsePoint

The Dispatch Alerts OnCall Interface is an integration that provides a method for sending alerts, notifications and messages to third party providers used in turn to notify a defined group of people.

The Interface currently provides support for integrations with:

- PulsePoint

The Interface sends OnCall Event Information matching customer defined event types to PulsePoint for alerting PulsePoint subscribers of a medical emergency.

**Assumptions:**

- The interface is compatible with PulsePoint Connect Specification Version 1.0.0.8

### Body Worn Camera OnCall Interface

- Axon BWC

The Body Worn Camera OnCall Interface is an application that provides unit and event data transfer from Hexagon OnCall Dispatch to third party Body Worn Camera providers for the purposes of linking OnCall Event and Unit records with body worn camera video records.

The third party Body Worn Camera Vendors supported are:

- AXON/Evidence.com – export a CSV file to folder monitored by AXON for them to consume

## Phase 2 Standard Interfaces

### CAD to CAD OnCall Dispatch Interface

- SREC
- Logis

**SREC Description:**

The CAD to CAD OnCall Dispatch Interface is a real time, rules driven exchange of unit and event information with a third party CAD system. The purpose is to share unit and event activity with other third party CAD systems to support mutual aid and resource sharing initiatives.

**SREC Assumptions:**

- Assumes Mutual Aid agreements with External agencies exist prior to the implementation of the Interface.
- Configuration of the interface should align with the customer's mutual aid agreement.

- Effort provided is services to install, configure, test and support the move to production use.
- Transactions Supported with this interface include:
    - Send or Receive Event Message (New Events or Updates to - Event)
    - Send or Receive Unit Status Messages
    - Request for Resource (Unit) Message
    - Refresh Unit/Event statuses
    - Heartbeat
    - AVL Message
- Product offered out of the box as is, no customizations or enhancements.

**Logis Description:**

The CAD to CAD OnCall Dispatch Interface is a real time, rules driven exchange of unit and event information with a third party CAD system. The purpose is to share unit and event activity with other third party CAD systems to support mutual aid and resource sharing initiatives.

Transactions Supported with this interface include:

- Send or Receive Event Message (New Events or Updates to Event)
- Send or Receive Unit Status Messages
- Request for Resource (Unit) Message
- Refresh Unit/Event statuses
- Heartbeat
- AVL Message

## External Alarms OnCall Dispatch Interface

- ASAP to PSAP
- Prepared911 (AI Call Triage)

**ASAP to PSAP Description:**

The APCO ASAP Standard is supported with this Interface. It allows OnCall to interface with the APCO International Automated Secure Alarm Protocol (ASAP) Alarm System (also called “ASAP to PSAP”).

The Automated Secure Alarm Protocol (ASAP) program is a computer-aided dispatch system designed by the Central Station Alarm Association (CSAA) and the Association of Public Safety Communications Officials (APCO Int'l).

External Alarms OnCall Dispatch Interface supports integration with ASAP via 2 methods:

- Direct to ASAP911 Solution (currently hosted in AWS Cloud)

**ASAP to PSAP Assumptions:**

- Customers required to contact The Monitoring Association (TMA) via their website, https://asap911.org, to implement TMA's side of the integration. Customer responsible for any costs, fees and licensing required by TMA for their services.

**Prepared911 (AI Call Triage) Description:**

The External Alarms OnCall Dispatch Interface is a real time Interface that monitors Alarm and/or Sensor activations and creates dispatchable incidents in OnCall Dispatch for public safety response. The Interface leverages HxGN OnCall Dispatch | RestAPI and includes support for the following vendors:

- Prepared911

The interface supports creating dispatchable events from non-emergency AI monitored call-taking.

## Dispatch Alerts OnCall Interface

- Axon Fusus
- Prepared911

**Axon Fusus Description:**

The Dispatch Alerts OnCall Interface is an integration that provides a method for sending alerts, notifications and messages to third party providers used in turn to notify a defined group of people.

Hexagon has included services for a custom adapter to add Fusus as a provider to the Dispatch Alerts product. This interface will create a near real time export of Unit and Event data based on agency configuration rules.

**Axon Fusus Assumptions:**

- Interface will be built as an ISM or windows service using .NET Core. Message pay load will be XML or JSON
- Connection method will be HTTP/RestAPI or TCP
- AVL information not included
- This is a one way export;  inbound messages are not supported

**Prepared911 Description:**

This interface will support Prepared call translation, transcription and QA. Upon Caller information being entered (manual entry or automatically spilled by AniAli or other interface), a dispatcher/call-taker can click a button to export the Caller information to PreparedLive. Clicking the button will export the data and also launch the PreparedLive Website with the caller information entered. The call-taker will use the PreparedLive application as necessary.

Once the call-taker is complete, the interface will allow importing comments, Text messaging and/or a URL to a multimedia file (stored within PreparedLive) into the event remarks. All SMS messages to/from the caller in this workflow will be managed within the Prepared application.

**Prepared911 Assumptions:**

- Updating the location automatically from Prepared is not supported at this time. A manual process of copying the location from Prepared is necessary for that workflow
- Interface supports importing a URL to Prepared repository where multi-media, SMS messages, and other relevant call information is stored. Subject to customer licensing agreement with Prepared/Axon

### PLT Radio OnCall Interface

- Motorola

The PLT Radio OnCall Dispatch Interface is an Interface between Hexagon OnCall Tracker and a P25 Radio System to support receiving GPS data from the radio systems and report them to OnCall Dispatch as Tracker messages. This functionality is specific to the Person Level Tracking (PLT) Features in OnCall Dispatch.

**Assumptions:**

- This functionality requires that the Motorola ASTRO P25 radio controller utilizing the LRRP MUPS API over UNS servers be installed prior to Hexagon implementation services
- If Customer requires interfacing to Motorola via Motorola's IMW Web Service, enhancement development may be required as well as obtaining permission from Motorola specifically for each customer/agency

## Custom Interfaces

### Query Axon RMS

Hexagon will develop a custom interface to query Axon RMS utilizing OnCall Dispatch | Informer.

Transactions supported are:

- Person (Name, DOB, Sec) or (OLN)
    - Warrants
    - Involvements
    - Alerts
    - Field Interviews
- Vehicle (License) or (VIN)
    - Wanted/Stolen Alerts
    - Involvements
    - Wants

**Assumptions:**

- This interface development assumes direct connection to Axon via API, meaning the interface is dependent on Axon making their API available

### NG911 (Carbyne)

Hexagon will develop a custom interface for NG911 via Carbyne.

**Assumptions:**

- Requires OnCall Dispatch | Call-Taker Interface
- Effort based on information described in Carbyne Universe workflow/API.
- Video calls to 911 are not supported at this time.
- Assumes complete messaging with SMS caller to occur in Carbyne and imported into OnCall upon completion of call
- Customer responsible for obtaining licensing from Carbyne if required
- Assumes interface conforms to NENA i3 specifications

## Consulting Services

### Exacom

Hexagon has proposed consulting services for Exacom to become more familiar with the OnCall Dispatch | RestAPI.

OnCall Dispatch RestAPI provides direct interaction with OnCall via an industry standard REST API. It delivers a secure and convenient way for third party applications to pass data into and request information from the system. The OnCall Dispatch | RestAPI is designed to lessen the impact of an OnCall upgrade on the third-party services using it. The OnCall Dispatch | RestAPI web calls can be made by almost any programming language that supports HTTP requests.

OnCall Dispatch | RestAPI also delivers and works in conjunction with the OnCall CAD Notification Service (CNS) (feature included with OnCall). Like the OnCall Dispatch | RestAPI, the CNS can be consumed and used by almost any programming language that supports HTTP requests.

The CAD Notification Service requires authentication with RestAPI and HxGN OnCall Dispatch for initial subscription. Authentication works the same as the RestAPI, that is, the commands token is expected in the Authentication header.

**Assumptions:**

- Hexagon assumes the information to be transferred is based on the third-party requirements but must also be within the scope of what Hexagon can expose via our REST API.
- The Customer will assist Hexagon as needed to facilitate the communication with the third party vendor.
- Any third party service, API, documentation, etc. is the responsibility of the Customer.

# Attachment J – Glossary of Terms

Capitalized terms that are not defined below or within the body of the SOW, shall have the same meaning as set forth in the Master Terms Glossary.

**"Acceptance"** to mean acceptance of a Task in accordance with Task Acceptance Process.

**"Analytics Cloud Program"** means a certain Cloud Program that pertains only to OnCall Analytics.

**"Benchmark Criteria"** as it pertains to Phase 1 of the CAD implementation, this term shall mean the FDD. As it pertains to Phase of 2 of the CAD deployment, the term means, the objective criteria which identifies an intended outcome as reflected in, as applicable, an ICD, a Design Document, Specifications, or Software Requirements (whichever document having last addressed the functionality in question being dispositive)

**"Blocker Error"** means a Level One Error and Level Two Error.

**"CJIS"** means the Criminal Justice Information Services Security Policy version number 5.8 formally published by the Federal Bureau of Investigation, Criminal Justice Information Services Division.

**"Cloud Consulting Services Order"** means this Order for Cloud Consulting Services related to the Cloud Applications identified in the Cloud Program Order

**"Cloud Program Order"** means that certain Order, which identifies the Cloud Applications and Cloud Term, executed simultaneously with this Order. For purposes of clarity, the Cloud Program Order is separate and distinct from the Cloud Consulting Services Order.

**"COTS Interfaces"** means those Interfaces specifically identified in in the COTS Interface Questionnaire Completion task

**"Customer Responsibilities"** means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

**"Custom Interfaces"** means those Interface(s) specifically identified in the Custom Interface Requirements Gathering task

**"Customization"** means a modification of the source code of Software.

**"Cutover Plan"** means a document reflecting the Activities and actions necessary to complete Cloud Cutover

**"Day"** means a calendar day.

**"Design Document"** means a document articulating the design and intended output of a Customization.

**"Dispatch Cloud Program"** means a certain Cloud Program, or as applicable, collection Cloud Applications, that pertains only to OnCall Dispatch, including but not limited to, OnCall Dispatcher, OnCall Calltaker, OnCall Viewer, OnCall Mobile Unit, and OnCall Mobile Responder.

**"Documentation"** means, whether in printed or electronic format, all documents (digital or hardcopy) delivered by Hexagon as part of the Project. Unless otherwise specified, it shall mean COTS Documentation.

**"Facility"** means a Customer provided facility/building/room that: (i) Can accommodate up to twelve (12) Customer participants; (ii) Has a projector and screen for displaying the content being presented, (iii) has Project Workstations for each participant; and a Customer workstation available for Hexagon's use while in the Facility.

**"FIPS"** means Federal information processing standards, which describe document processing, encryption, and other information technology standards for government contractors.

**"Fire/EMS"** means the agency(ies) of Customer that are primarily oriented towards firefighting and emergency medical response.

**"GIS"** means geographic information system.

**"Initial Project Schedule"** means the initial iteration of the Project Schedule, which is contained in Attachment A of the SOW.

**"Interface Control Document"** or **"ICD"** means a document reflecting the design and requirements of a Custom Interface or certain Informer Interfaces based upon the requirements set forth in the Custom Interface Requirements Gathering task.

**"Help Desk Portal"** the electronic portal through which Customer may access the Help Desk to among other actions, log Services Requests, review the Knowledge Base.

**"Hexagon Project Manager"** means the person authorized by Hexagon to coordinate and manage the providing of Hexagon Services and Deliverables for the Project on behalf of Hexagon, in addition to being responsible for other duties specified in the Agreement and SOW.

**"Law"** means the agency(ies) of Customer that are primarily oriented towards statutory and regulatory code enforcement and service.

**"Master Terms Glossary"** means that certain Common Terms Glossary contained in the Agreement.

**"NCIC"** means the National Crime Information Center.

**"Network Infrastructure"** means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the Cloud Program in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"**Permissive Errors**" means a substantially failed Test Case that would correspond to a Level Two, Level Three, or Level Four Error (as defined in the HelpDesk website) if the Error occurred in a live environment.

**"Production Ready System"** means the earlier of: the point at which the Customer is either satisfied with the testing results for the Cloud Program or the resolution of all Blocker Errors reporting during Functional Testing.

**"Project Assumptions"** means assumptions regarding the Project, which are listed in the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

**"Project Start"** means the date following mutual acceptance of the Cloud Consulting Services Order on which Hexagon communicates to the Customer the Project shall commence.

**"Project Team**" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

**"Project Workstation"** means a computer workstation (expressly excludes tablets or other smart devices) that has: (i) a modern web browser installed and ready for use; (ii) Internet access; (iii) at least one (1) external monitor with a resolution no smaller than 1920x1080 (understanding two (2) external monitors are recommended); (iv) the ability to connect to the web conference audio; and (v) a headset.

**"PSAP"** means a public service answering point.

**"Records Cloud Program"** means a certain Cloud Program, or as applicable, collection Cloud Applications, that pertains only to OnCall Records.

**"Server Setup Worksheet"** means a document reflecting, among other details, the identification of servers, IP addresses, and node names for the System.

**"Site Configuration Document"** means a document reflecting the configurations made to the System.

**"Software Requirements"** means the functionality and capabilities affirmatively included in the OnCall Software as expressly specified in OnCall Functional Matrix (Attachment G).

**"Specifications"** means those certain capabilities and functionalities as explicitly expressed in the User Guide for OnCall Dispatch. To the extent there is any ambiguity as to the interpretation or meaning of a Specification, the actual functionality exhibited in the COTS Software shall control.

**"SR"** or **"Service Request"** a request logged into Hexagon's Help Desk Portal identifying a request for Hexagon to address a Error, question, provide an Update, or provide an enhancement request, among other requests.

**"Subject Matter Expert" or "SME"** means a person(s) who has particular knowledge about a specific topic(s).

**"System Administrator(s)**" means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

**"Task Prerequisites"** means those events, Deliverables, or accomplishments that are required to occur prior to the commencement of the applicable Task, except as may otherwise be agreed by Hexagon.

**"Test Case"** means a set of conditions and parameters agreed to by the Parties which the Parties shall use to test whether the intended functionality identified in the Benchmark Criteria is reflected in the System.

**"Test Case Failure"** means a situation in which an executed Test Case has substantially failed in meeting the passage criteria set forth in the applicable portion of the Benchmark Criteria.

**"Updated Initial Project Schedule**" means the Initial Project Schedule updated by the Parties' Project Managers during Project Initiation Task and reflecting the actual Project Start.

**"VPN"** means virtual private network.

# Attachment K – GIS Requirements for OnCall Dispatch

HxGN OnCall Cloud Programs require integration with a third-party mapping provider for GIS information. These third-party mapping services fall into three (3) main areas: Map Tile Services, Geocoding Services, and Routing Services.

The Customer is responsible for the following:

- Maintaining Customer's GIS Data, including updating, editing, and correcting GIS data as needed in its on-premise ESRI system;
- Maintaining and backing up the on-premise GIS server and its on-premise ESRI environment and application;
- Publishing its GIS data to Hexagon in acceptable format compliant with ESRI protocols and requirements;
- Providing Hexagon with necessary ESRI GIS Server licenses;
- Resolving or addressing mapping issues;
- Consolidating GIS data among agencies, and providing a single map source for the OnCall solution; and
- Complying with its ESRI license agreement and having rights to future updates and patches to its ESRI software.

Subject to the above, Hexagon is responsible for the following:

- Supporting and hosting ESRI GIS services in Azure;
- Updating, patching, and maintaining ESRI hosted services in Azure, provided ESRI agrees to allow Hexagon to provide such update or release to the Customer, and providing access to such updates and releases; and
- Providing high availability and resiliency for the ESRI GIS Services in Azure up to the parameters provided in the Cloud Services Schedule.

### Map Service

The map contains the area of responsibility for the dispatch system and is accessed by HxGN OnCall Dispatch through published map web services. Many maps may be accessible and configured as base maps and/or translucent overlays to the base maps. The Customer shall utilize a single instance of a cloud hosted mapping service that provides webservice endpoints that support visualization, routing, and address verification.

### Geocoding/Address Locator Service

A Web geocoding service resolves address strings and street names to longitude/latitude coordinates (geocoding) and returns an address string for a point selected from the map or precision coordinate key-in (reverse-geocoding). The Customer and/or its mapping services provider will be responsible for providing geocoding services. The Customer shall utilize a single instance of a cloud hosted mapping services that provides webservice endpoints that supports visualization, routing, and address verification.

### Routing Service

A routing service is used to determine the best route between two (2) or more points on the map based on time and distance. The routing service can also return driving directions for the calculated route. Some services have the capability to react to real-time traffic conditions, thereby increasing the accuracy of route results and providing more efficient workflows which strive to mimic real world conditions. The Customer and/or its mapping services provider will be responsible for providing routing services. Customer shall utilize a single instance of a cloud hosted mapping service that provides webservice endpoints that supports visualization, routing, and address verification.

# Attachment L – Cloud Service Schedules

**PRODUCTS: The Cloud Applications and specified quantities listed below are subject to this Cloud Services Schedule.**

| PRODUCT | |
|---|---|
| HxGN OnCall Mobile Server - Subscription | Qty: 2 |
| HxGN OnCall Dispatch - Mobile Responder Client CC -SU | Qty: 50 |
| HxGN OnCall Dispatch – Advantage CC - Subscription | Qty: 17 |
| HxGN OnCall Dispatch – Mobile Unit - Subscription | Qty: 45 |
| HxGN OnCall Dispatch – ESRI Map Control - SU | Qty: 17 |
| HxGN OnCall Dispatch - Scheduling & Facilities Mgmt - SU | Qty: 17 |
| HxGN OnCall Dispatch - Advanced Mapping - Subscription | Qty: 17 |
| HxGN OnCall Dispatch - Resource Management - Subscription | Qty: 17 |
| HxGN OnCall Dispatch - Viewer CC - Subscription | Qty: 28 |
| HxGN OnCall Dispatch - Customer Rules Engine - Server - SU | Qty: 4 |
| HxGN OnCall Dispatch - Customer Rules Engine - Editor - SU | Qty: 1 |
| HxGN OnCall Dispatch - Customer Rules Engine - Adv - SU | Qty: 17 |
| HxGN OnCall Analytics Dispatch Advantage 4 Core SU | Qty: 1 |
| HxGN OnCall Dispatch - RestAPI NL - Subscription | Qty: 2 |
| HxGN OnCall Dispatch - Backup NL - Subscription | Qty: 1 |
| HxGN OnCall Dispatch - Informer - Subscription | Qty: 1 |
| HxGN OnCall Dispatch - Tracker CC - Subscription | Qty: 45 |
| HxGN OnCall Dispatch - Call-Taker Interface - SU | Qty: 3 |
| HxGN OnCall Dispatch - Notifications - Subscription | Qty: 1 |
| HxGN OnCall Dispatch - Fire Link Interface - Subscription | Qty: 1 |
| HxGN OnCall Dispatch - CAD Link Interface - Subscription | Qty: 1 |
| HxGN OnCall Dispatch – Geocoding Interface - Subscription | Qty: 1 |
| HxGN OnCall Dispatch - PTT - Subscription | Qty: 1 |
| Body Worn Camera OnCall Interface - SU | Qty: 1 |
| CAD to CAD OnCall Dispatch Interface - SU | Qty: 3 |
| RapidSOS OnCall Call-Taker Interface - SU | Qty: 1 |
| External Alarms OnCall Dispatch Interface - SU | Qty: 2 |
| Dispatch Alerts OnCall Interface - SU | Qty: 3 |
| PLT Radio OnCall Dispatch Interface - SU | Qty: 1 |
| Fire Station Alerting OnCall Dispatch Interface - SU | Qty: 1 |
| HxGN OnCall Dispatch - ProQA Interface - Subscription | Qty: 17 |
| HxGN OnCall Dispatch - Offline - Subscription | Qty: 24 |

**CLOUD PLATFORM PROVIDER:**

Azure

**SERVICE LEVEL:**

99.5% Availability

**SERVICE CREDIT:**

10% of the monthly fee for the affected Cloud Applications

**CLOUD SERVICES SUPPORT AVAILABILITY HOURS:**

For Level One Error (P1) telephone support is available 24x7x365; for all other Errors telephone support is available between 07:00 – 19:00 CT US.

| PRIORITY | PROBLEM DESCRIPTION | RESPONSE TIME |
|---|---|---|
| **Level One** | • Loss of data<br>• Data corruption<br>• Productive use prohibited<br>• No workaround available<br>• Aborts | Immediate* or within 30 minutes of notification |
| **Level Two** | • Primary purpose compromised<br>• Productive use significantly impacted<br>• Workaround generally not available | M-F, 7:00AM-7:00PM Central Time – Immediate* or within one hour of notification during normal business hours |
| **Level Three** | • Productive, but incomplete operation<br>• Workarounds generally available | M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours |
| **Level Four** | • Productive, mainly cosmetic in nature<br>• Workarounds or configurable options generally available | M-F, 7:00AM-7:00PM Central Time – Immediate* or within eight hours of notification during normal business hours |

# Attachment M – Regional Provisions

The following terms, including any sub-attachments to this Attachment M, modify provisions set forth above to accommodate regional requirements. To the extent there is any conflict between the terms specified below and the terms set forth in the remainder of the SOW, the following shall control.

1. A Business Day includes up to eight (8) Business Hours, including breaks, during a twenty-four (24) hour period.

2. Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo such criminal background check, the Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency.

3. The Cloud Program shall store data (in either transit or at rest) in the Cloud Environment, which is within Microsoft Azure Government Cloud. Customer is solely responsible for (i) assuring it is permitted by appropriate State agencies to transmit CJI and store data (in either transit or at rest) in the Cloud Environment and (ii) otherwise complying with and ensuring this Project and the Cloud Program to be provided does not violate applicable State CJIS policies.

4. Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. The Customer is responsible for ensuring that their data communications infrastructure and devices comply with CJIS and applicable State requirements.

5. Hexagon shall abide by the applicable provisions contained within the most recent CJIS Guidelines published prior to the Effective Date. Any different interpretation beyond the plain reading of the CJIS Guidelines published by the FBI or more stringent requirements promulgated by the Customer or the State must be documented and attached to this SOW to be a requirement of this SOW. The Customer is responsible for providing any proposed alternate or additional provisions beyond the CJIS Guidelines. In the absence of any attachments documenting the additional provisions or different interpretations, then only the applicable provisions of the CJIS Guidelines shall apply.

# Attachment M-1 – CJIS Security Addendum

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all

subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Washington State Department of Revenue

Business Lookup

# License Information:

New search Back to results

**Entity name:** INTERGRAPH CORPORATION

**Business name:** INTERGRAPH CORPORATION

**Entity type:** Profit Corporation

**UBI #:** 600-312-144

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:**
1 NORTH- TAX
305 INTERGRAPH WAY
MADISON AL 35758-7567

**Mailing address:**
1 NORTH- TAX
305 INTERGRAPH WAY
MADISON AL 35758-7567

**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 | Mar-31-2027 | Mar-18-2026 |

## Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---|---|
| COST, STEVEN | |
| MENKE, BRIAN | |
| MOORE, SCOTT | |
| ZANA, ANTHONY | |

## Registered Trade Names

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

| Registered trade names | Status | First issued |
|---|---|---|
| HEXAGON GEOSPATIAL | Active | Jun-05-2014 |
| HEXAGON PPM | Active | Dec-22-2016 |
| HEXAGON SAFETY & INFRASTRUCTURE | Active | Jul-30-2015 |

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/27/2026 10:04:41 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) 01/29/2026

**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**
Aon Risk Services Northeast, Inc.
Providence RI Office
100 Westminster Street, 10th Floor
Providence RI 02903-2393 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Allianz Global Risks US Insurance Co. | 35300 |
| INSURER B: | The Travelers Indemnity Co of CT | 25682 |
| INSURER C: | Greenwich Insurance Company | 22322 |
| INSURER D: | The Travelers Indemnity Co. | 25658 |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Intergraph Corporation
305 Intergraph Way
Madison AL 35758 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570117821732 **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.

**Limits shown are as requested**

| 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**<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / X PRO-JECT / LOC<br>OTHER: | | | USL02303225 | 06/01/2025 | 06/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | HECAP-162D6025-TCT-25 | 06/01/2025 | 06/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $2,000,000 |
| A | X **UMBRELLA LIAB** / X OCCUR<br>**EXCESS LIAB** / CLAIMS-MADE<br>DED / X RETENTION $25,000 | | | USL02303325 | 06/01/2025 | 06/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br>PRODUCTS - COMP/OP AGG | $4,000,000<br>$4,000,000<br>$4,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB0N26927325I3K<br>AOS | 06/01/2025 | 06/01/2026 | X PER STATUTE / OTH-ER | |
| D | | | | UB3N06483825I3R<br>AR, AZ, FL, GA, MA,MN, NE | 06/01/2025 | 06/01/2026 | E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| C | E&O - Professional Liability - Primary | | | US00110058E025A<br>E&O/Cyber-Claims Made<br>SIR applies per policy terms & conditions | 06/01/2025 | 06/01/2026 | Each Claim/Agg.<br>Deductible | $5,000,000<br>$556,920 |

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

RE: Master Agreement, Dispatch Center, 1620 N. Rebecca, Spokane WA 99217. The customer, its officials, officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy is follow form of the policies evidenced herein.

**CERTIFICATE HOLDER**

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

**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**

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570117821732

**©1988-2015 ACORD CORPORATION. All rights reserved**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| **Any person(s) or organization(s) you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured.** | **All locations that are listed in the written contracts or agreements.** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

 © ISO Properties, Inc., 2004 

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** PIES **Date:** 03/09/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 2/27/2026 |
| | | **Clerk's File #** | RES 2026-0022 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 03/30/2026 | | **Project #** | |
| **Submitting Dept** | SPOKANE AIRPORT BOARD | **Bid #** | |
| **Contact Name/Phone** | ROB SCHULTZ 509.455.6448 | **Requisition #** | |
| **Contact E-Mail** | RSCHULTZ@SPOKANEAIRPORTS.NET | | |
| **Agenda Item Type** | Resolutions | | |
| **Council Sponsor(s)** | BWILKERSON KKLITZKE | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | JOINT RESOLUTION AUTHORIZING THE AIRPORT BOARD TO PURCHASE | | |

**Agenda Wording**

JOINT RESOLUTION AUTHORIZING THE AIRPORT BOARD TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0107 AND TO ACQUIRE A RIGHT OF FIRST REFUSAL ON PROPERY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0106.

**Summary (Background)**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane, and acquire a right of first refusal on Spokane County Assessor Tax Parcel 24063.0106, adjoining residential property located generally at 10612 W 59th Avenue, in the City of Spokane. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.

**What impacts would the proposal have on historically excluded communities?**

Not applicable

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

Not applicable

**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?**

The Spokane Airport Board reviewed and approved the property purchase on February 19, 2026. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property

**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** | WRIGHT, CHRISTOPHER | | |
| **Division Director** | | | |
| **Accounting Manager** | BUSTOS, KIM | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | PICCOLO, MIKE | | |

**Distribution List**

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |

City Resolution No: RES 2026-0022
County Resolution No. 26-0125

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**
**OF SPOKANE COUNTY, WASHINGTON**
**AND**
**THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

| | | |
|---|---|---|
| IN THE MATTER OF AUTHORIZING THE AIRPORT BOARD TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0107 AND ACQUIRE A RIGHT OF FIRST REFUSAL ON PROPERY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0106 | ) ) ) ) ) ) ) ) | JOINT RESOLUTION |

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, on September 18, 2025, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0107, residential property located generally at 10614 W 59th Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of November 19, 2025 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to such recommendation by the Airport Board, the County adopted Spokane County Resolution No. 25-0658, on December 16, 2025, whereby the County authorized the purchase of the Property, on the terms and conditions then presented to the County; and

WHEREAS after such authorization by the County, a fuel spill was discovered on the Property that requires remediation; and

WHEREAS, further after such authorization by the County, it was discovered that the Property is encumbered by a Water Well Easement and Joint Water Use and Maintenance Agreement ("Well Easement") wherein the Property is burdened by an easement for the benefit of the adjoining real property identified as Spokane County Assessor Tax Parcel 24063.0106, residential property located generally at 10612 W 59th Avenue, in the City of Spokane ("Adjoining Property"), for a well located on the southeast corner of the Property; and

WHEREAS, the PSA was amended by that First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of January 16, 2026, a copy of which is attached hereto

as Exhibit B and incorporated herein by this reference, in order to provide the Airport Board with more time investigate the Property; and

WHEREAS, the Airport Board has negotiated a reduction to the purchase price of the Property in consideration of the remediation of the fuel spill and whereby the Airport Board acquires the Property, and, in consideration of a conveyance to the owner of the Adjoining Property of the encumbered portion of the Property subject to the Well Easement and processing of a boundary line adjustment, the owner of the Adjoining Property will grant the Airport Board a right of first refusal to acquire the Adjoining Property under that certain Property Transfer Agreement effective as of February 19, 2026 and entered into by the Airport Board and the owner of the Adjoining Property ("Property Transfer Agreement"); and

WHEREAS, on February 19, 2026, the Airport Board recommended to the County and City the purchase of the Property, as described in that certain Second Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of February 19, 2026, a copy of which is attached hereto as Exhibit c and incorporated herein by this reference; and conveyance to the owner of the Adjoining Property of the encumbered portion of the Property subject to the Well Easement and processing of a boundary line adjustment, with acceptance of the right of first refusal for the Adjoining Property under the Property Transfer Agreement, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A, Exhibit B, and Exhibit C;
2. That the Airport Board is authorized to enter into and carry out the terms of the Property Transfer Agreement, on the terms and conditions set forth in Exhibit D; and
3. That the Chief Executive Officer of the Airport Board, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the Property Transfer Agreement.
4. Any and all resolutions or ordinances previously adopted or approved by the County regarding the acquisition of the Property, including but not limited to Spokane County Resolution No. 25-0658, on December 16, 2025, , are hereby repealed and of no effect.

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

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____
City Attorney

[*signature page follows*]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
MARY L. BROOKS, CHAIR

ATTEST:

_____
JOSH KERNS, VICE-CHAIR

_____
Ginna Vasquez
Clerk of the Board

_____
AL FRENCH, COMMISSIONER

_____
AMBER WALDREF, COMMISSIONER

_____
CHRIS JORDAN, COMMISSIONER

**EXHIBIT A**

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF NOVEMBER 19, 2025,
BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

# REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 10614 W. 59th Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Dollars ($5,000.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Four Hundred Sixty Five Thousand Dollars ($465,000.00). At Closing (as defined in Section 6.1, below), the

Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

4.3 Entry on Property. Up to and through the Investigation Period, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement. In conducting any inspections, investigations or tests of the Property, or if Buyer is not directly entering the Property, its agents and representatives shall (a) provide Seller with a certificate of insurance evidencing that Buyer and its applicable agent and representatives have in place comprehensive general liability insurance in the amount of One Million Dollars ($1,000,000)

combined single limit for personal injury and property damage per occurrence naming Seller as an additional insured, (b) not unreasonably disturb any residents on the Property, and (c) not unreasonably interfere with the operation and maintenance of the Property.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either, by written notice to Seller within five (5) Business Days after Seller's election or deemed election under option (ii) above: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to timely deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have seven (7) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions; provided, however, such right shall not apply to any Amended Report issued as a result of Buyer's activities. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing,

whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may, within five (5) Business Days, either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property not arising from Buyer ("Mandatory Removal Matters"). If Buyer does not provide written acceptance of a Mandatory Removal Matter to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged statutory warranty deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of

Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement not arising from Buyer's conduct;

5.6 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.7 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.8 There has been no spill of Hazardous Substances (as defined in Section 7.11, below) on the Property that occurred after the expiration of the Investigation Period not arising from Buyer's conduct; and

5.9 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing and Buyer will reasonably cooperate with Seller's efforts to obtain a refund. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, and other charges of a similar nature, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible for a period of up to one hundred twenty (120) days following Closing. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) All original Permits, to the extent assignable.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(5) A counterpart original of the Closing Statement.

(6) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual or constructive knowledge of Seller without any requirement of due inquiry.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and to Seller's knowledge, no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions and those caused to be present by a party other than Seller which are otherwise unknown to Seller.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller's knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form;

(C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Seller is not a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller knows of no other party who is more knowledgeable than Seller with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 AS IS. Except for the representations and warranties of Seller set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement; (i) Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller and Seller specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to the Property; (ii) Buyer acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or test it sees fit to perform and that Seller has specifically bargained for Buyer to assume the risk of all unknown conditions as a material part of the consideration for this Agreement; (iii) no independent investigation or verification has or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this Agreement and other statements set forth in in this Section are an integral part of this Agreement and that Seller would not agree to sell the Property to Buyer for the Purchase Price without the disclaimers, agreements and other statements set forth in this Section. This Section shall survive the Closing or earlier termination of this Agreement and shall not merge into the Deed.

9.2 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

9.3 Binding Agreements/Authority/Conflicts. Subject to Section 5.4, this Agreement and all exhibits and documents to be delivered by Buyer pursuant to this Agreement have been duly executed and delivered by Buyer and constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms. Subject to Section 5.4, Buyer has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the

transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Buyer is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: DS Initial Buyer's Initials: Initial

12. Default by Seller; Remedies. If Seller is in default of this Agreement, Buyer may, at its election (i) terminate this Agreement and obtain a prompt refund of the Earnest Money; (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Seller is represented by Chris Bell of NAI Black ("**Seller's Broker**") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Broker at Closing. Buyer has not utilized the services of a broker. Except for Seller's Broker identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

| | |
|---|---|
| If to Buyer: | Spokane Airport<br>c/o Airport Board<br>Attn: David Haring<br>9000 West Airport Drive, Suite 204<br>Spokane, Washington 99224<br>Email: dharing@spokaneairports.net |
| with a copy to: | Spokane Airport<br>Attn: Brian Werst, Esq.<br>9000 West Airport Drive, Suite 204<br>Spokane, WA 99224<br>Email: bwerst@spokaneairports.net |
| and a copy to: | Lukins & Annis, P.S.<br>Attn: Tyler J. Black<br>Anaka I. Hansen<br>717 West Sprague Avenue, Suite 1600<br>Spokane, Washington 99201<br>Email: tblack@lukins.com<br>ahansen@lukins.com |
| If to Seller: | John Tillison & Tammilee Tillison<br>1545 Gulf Shores Parkway #338<br>Gulf Shores, AL 36542<br>Email: tammileetips2@hotmail.com |

| | |
|---|---|
| with a copy to: | Lukins & Annis, P.S.<br>Attn: Joe A. Romberg<br>717 West Sprague Avenue, Suite 1600<br>Spokane, Washington 99201<br>Email: jromberg@lukins.com |
| If to Escrow Agent: | Spokane County Title<br>Attn: Keith Newell<br>1010 North Normandie, Suite 100<br>Spokane, Washington 99201<br>Email: keith@spokanetitle.com |

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

Signed by:
By: David Haring
Name: David Haring
Its: Chief Executive Officer

Date: 11/19/2025

SELLER:

Signed by:
John Tillison
JOHN TILLISON

Date: 11/17/2025

DocuSigned by:
TAMMILEE TILLISON
TAMMILEE TILLISON

Date: 11/17/2025

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2025. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By:_____
Name: Keith Newell
Title:_____

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

EXHIBIT A
LEGAL DESCRIPTION

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

EXHIBIT B
STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.

Abbreviated Legal Description: [•]
Assessor's Parcel Number: 24063.0107

**STATUTORY WARRANTY DEED**

The Grantor, JOHN TILLISON and TAMMILEE TILLISON, husband and wife, for and in consideration of Ten Dollars ($10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

DATED this ___ day of _____, 202____.

*Exhibit – Do Not Execute*
JOHN TILLISON

*Exhibit – Do Not Execute*
TAMMILEE TILLISON

STATE OF _____ )

COUNTY OF _____ )

On _____, 20____ before me, _____, personally appeared JOHN TILLISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

STATE OF _____ )

COUNTY OF _____ )

On _____, 20____ before me, _____, personally appeared TAMMILEE TILLISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

Exhibit A
To Statutory Warranty Deed
Legal Description

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

Docusign Envelope ID: 7EBB9F1C-8062-4D9C-97BD-D176DE4C161B

Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

[To be inserted prior to closing]

**EXHIBIT B**

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
DATED AS OF JANUARY 16, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON

Docusign Envelope ID: A502F5EB-5230-4BA5-AF03-2F6B352D5DA7

**FIRST AMENDMENT TO**
**REAL PROPERTY PURCHASE AND SALE AGREEMENT**
**AND ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("First Amendment") is made to be effective as of January 16, 2026 ("First Amendment Date"), by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife ("Seller") and SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective November 19, 2025 ("Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

> "4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, on February 19, 2026, or upon earlier termination of this Agreement."

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. Except as provided in Section 1 of this First Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This First Amendment may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

[*Signature page follows.*]

Docusign Envelope ID: A502F5EB-5230-4BA5-AF03-2F6B352D5DA7

SIGNATURE PAGE TO
FIRST AMENDMENT TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this First Amendment to be effective as of the First Amendment Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

Signed by:
By: David Haring
5151EC94892141...
Name: David Haring
Its: Chief Executive Officer

SELLER:

Signed by:
BE230F507F2C401...
JOHN TILLISON

DocuSigned by:
TAMMILEE TILLISON
2BF03BBD23994A9...
TAMMILEE TILLISON

**EXHIBIT C**

SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
DATED AS OF FEBRUARY 19, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND JOHN AND TAMMILEE TILLISON

Docusign Envelope ID: 5916F7E1-725E-4435-9149-436BE6884ECE

# SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Second Amendment") is made to be effective as of February 19, 2026 ("Second Amendment Date"), by and between JOHN TILLISON and TAMMILEE TILLISON, husband and wife ("Seller") and SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective November 19, 2025, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions dated effective January 16, 2026 (collectively, the "Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice to Proceed. Anything in the Agreement to the contrary notwithstanding, by the execution of this Second Amendment, Buyer will be deemed to have delivered its Approval Notice and waived its right to terminate the Agreement as set forth in Section 4.7 of the Agreement. This Second Amendment serves as written notice that confirms Buyer's election to proceed with the consummation of the transactions contemplated by the Agreement in accordance with its terms, as amended by this Second Amendment.

2. Purchase Price Credit. Any provision of the Agreement to the contrary notwithstanding, in consideration of certain costs to be incurred by Buyer after Closing in connection with remediating fuel or oil on the Property as identified by that Phase 1 Environmental Site Assessment dated November 18, 2025, at Closing Buyer will receive a credit against the Purchase Price equal to Five Thousand Dollars ($5,000.00), such that the Purchase Price for the Property shall be Four Hundred Sixty Thousand Dollars ($460,000.00).

3. Amendment to the Agreement. Section 6.1 of the Agreement is hereby deleted and replaced with the following:

> "6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on April 21, 2026 ("Closing Date") or upon such earlier date as the parties mutually agree."

4. Miscellaneous. All of the recitals in this Second Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this Second Amendment and the Agreement, this Second Amendment will control. Except as provided in Section 2 and Section 3 of this Second Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This Second Amendment may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

Docusign Envelope ID: 5916F7E1-725E-4435-9149-436BE6884ECE

SIGNATURE PAGE TO
SECOND AMENDMENT TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Second Amendment to be effective as of the Second Amendment Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

Signed by:
By: Dave Haring
515TEC849921441...
Name: David Haring
Its: Chief Executive Officer

SELLER:

Signed by:
John Tillison
E8BCF3A98BE34E2...
JOHN TILLISON

DocuSigned by:
TAMMILEE TILLISON
2BF63BBD28994A9...
TAMMILEE TILLISON

**EXHIBIT D**

PROPERTY TRANSFER AGREEMENT,
DATED AS OF FEBRUARY 19, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND JACOB BROWN AND BRIDGET FAUTH

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

# PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT ("Agreement") is made as of February 19, 2026 ("Effective Date"), by and between SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Spokane Airport") and JACOB BROWN and BRIDGET FAUTH, a married couple (collectively, "Brown"). Spokane Airport and Brown are referred to individually as a "Party" and collectively as the "Parties."

A. Spokane Airport is a party to that *Purchase and Sale Agreement* dated November 19, 2025, with John Tillison and Tammilee Tillison, husband and wife, as seller (collectively, "Tillison"), wherein Spokane Airport is purchasing the real property generally located at 10614 W. 59th Avenue, in Spokane County, Washington 99224 that is currently owned by Tillison and legally described on the attached Exhibit A (the "Tillison Property").

B. Brown owns certain real property and improvements generally located at 10612 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on the attached Exhibit A (the "Brown Property").

C. The Tillison Property and Brown Property are encumbered by that *Water Well Easement and Joint Water Use and Maintenance Agreement* recorded on March 26, 2025 (the "Water Well Easement") wherein the Tillison Property is burdened by an easement for the benefit of the Brown Property for a well located on the southeast corner of the Tillison Property that consists of approximately 780 square feet of the Tillison Property, as further described on Exhibit A attached to the Water Well Easement (the "Waterline Easement Area").

D. Spokane Airport desires to exchange and convey the Waterline Easement Area to Brown and Brown desires to accept the Waterline Easement Area in exchange for entering into a right of first refusal agreement for Spokane Airport to purchase the Brown Property, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Spokane Airport and Brown agree as follows:

1. Transfer of Property. In order to transfer the Waterline Easement Area to Brown, Spokane Airport will, at Spokane Airport's sole cost and expense, prepare and submit for a boundary line adjustment to modify the boundaries of the Tillison Property and the Brown Property such that the Waterline Easement Area will become part of the Brown Property. At such time as Spokane Airport notifies Brown in writing that the boundary line adjustment has been completed, the Parties will proceed to the Closing Date (as defined below). In accordance with Section 2.2 of this Agreement, Spokane Airport shall cause to be recorded in the Spokane County Auditor's Office a quit claim deed in substantially the form attached hereto as Exhibit B (the "Deed").

2. Closing.

2.1 Closing Date. "Closing" shall be deemed to have occurred upon all documents required to be delivered at Closing having been duly executed and delivered by the Parties to

Spokane Airport. The "Closing Date" shall mean the date on which the Deed is recorded in the Official Records of the County Recorder of Spokane County, Washington.

2.2 Spokane Airport Deliveries at Closing. On or before the Closing Date, Spokane Airport shall execute, or cause to be executed, the following documents:

(a) Deed. A Deed in the form attached hereto as Exhibit B.

(b) REETA. A counterpart original of the real estate excise tax affidavit ("REETA").

(c) ROFR. A counterpart original of the right of first refusal agreement ("ROFR") in the form attached hereto as Exhibit C.

(d) Easement Termination. A counterpart original of the easement termination agreement ("Easement Termination Agreement") in the form attached hereto as Exhibit D.

(e) Other. Any other documents as are required under the terms of this Agreement, to effectuate the boundary line adjustment, or by Spokane Airport.

2.3 Brown's Deliveries at Closing. On or before the Closing Date, Brown shall execute and deliver, or cause to be executed and delivered, the following documents to Spokane Airport:

(a) REETA. A counterpart original of the REETA.

(b) ROFR. A counterpart original of the ROFR.

(c) Easement Termination. A counterpart original of the Easement Termination Agreement.

(d) Other. Any other documents as are required under the terms of this Agreement, to effectuate the boundary line adjustment, or by Spokane Airport.

2.4 Recording Costs. Spokane Airport shall pay the cost of recording the Deed, the ROFR, and the Easement Termination Agreement.

2.5 Excise Tax. All excise tax due on the Waterline Easement Area shall be paid by Spokane Airport.

2.6 Payment of Real Property Taxes. To the extent required to effectuate the boundary line adjustment, each Party shall pay all taxes, assessments, and other charges that are or may be hereafter levied or assessed upon or against the Tillison Property or Brown Property, with Spokane Airport responsible for the Tillison Property and Brown responsible for the Brown Property.

3. Post Closing Covenant for Temporary Construction Easement. After the Closing Date and in order to effectuate Brown's operation of the water well located within the Waterline Easement Area, Spokane Airport shall relocate any utility lines on the Tillison Property to the Brown Property, at Spokane Airport's cost and expense. Brown hereby grants Spokane Airport, its agents, successors, assigns, employees and contractors, a temporary non-exclusive easement ("Construction Easement") over and across the Brown Property in order for Spokane Airport to complete the relocation of the utility lines, together with a right of reasonable access across the Brown Property for the purpose of accessing such

construction areas. The term of the Construction Easement shall commence on the Closing Date and expire on the date on which the relocation of the utility lines is completed. The provisions of this Section will survive Closing.

4. "As Is" Conveyance; Release & Waiver; Acknowledgement.

4.1 "As Is" Conveyance.

(A) Acknowledging the prior use of the Tillison Property and Brown's rights to access and inspect the Waterline Easement Area as provided in the Water Well Easement, Brown agrees to accept the Waterline Easement Area "as is", "where is", with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Waterline Easement Area ("Disclosures") provided or made available to Brown, its agents or constituents by Spokane Airport, Spokane Airport's agents, employees or third parties representing or purporting to represent Spokane Airport, shall not be representations or warranties. In accepting the Waterline Easement Area or taking other action hereunder, Brown has not and shall not rely on any such Disclosures, but rather, Brown shall rely only on Brown's own inspection of the Tillison Property. Brown acknowledges that the Waterline Easement Area is being conveyed "As Is".

(B) Brown acknowledges and agrees that Spokane Airport has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Waterline Easement Area including, without limitation, (a) the nature, quality or physical condition of the Waterline Easement Area, (b) the water (including the quality of water to be drawn from the well), soil and geology of the Waterline Easement Area, (c) the suitability of the Waterline Easement Area for any and all activities and uses which Brown may conduct thereon, (d) the compliance of or by the Waterline Easement Area or the operation thereof with any laws, rules, ordinances or regulations of any governmental authority or body having jurisdiction thereover, (e) the fitness of the Waterline Easement Area for a particular purpose, (f) the marketability of the Waterline Easement Area, (g) deficiency of any drainage on the Waterline Easement Area, (h) the fact that all or a portion of the Waterline Easement Area may be located on or near an earthquake fault line, and (i) any matter regarding termites or wastes, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., or any Hazardous Substances, as defined below. Brown further acknowledges and agrees that Spokane Airport, unless otherwise required by law, is under no duty to make any affirmative Disclosures regarding any matter which may be known to Spokane Airport.

Spokane Airport's Initials: Initial DH Brown's Initials: _____; _____

4.2 Release. Effective as of the Closing Date, Brown for himself and herself, respectively, and their respective heirs, beneficiaries, agents, successors, personal representatives and assigns (collectively, the "Buyer Affiliated Parties") waives their right to recover from, and forever releases and discharges, Spokane Airport and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical

Spokane Airport's Initials: _____ Brown's Initials: JB ; BF

Release

. Effective as of the Closing Date, Brown for himself and herself, respectively, and their respective heirs, beneficiaries, agents, successors, personal representatives and assigns (collectively, the "Buyer Affiliated Parties") waives their right to recover from, and forever releases and discharges, Spokane Airport and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Waterline Easement Area, including, without limitation, all seismic elements; the condition, valuation, or utility of the Waterline Easement Area; title and survey matters with respect to the Waterline Easement Area; and the environmental condition of the Waterline Easement Area and the presence of any Hazardous Substance on, under or about the Waterline Easement Area; and (ii) any law or regulation applicable to the Waterline Easement Area, including, without limitation, any Environmental Laws and any other federal, state or local law. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (1) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (2) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (3) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (4) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. Anything in this Section 4 to the contrary notwithstanding, the release contained in this Section 4.2 applies to any Claims with respect to any groundwater contamination beneath the Waterline Easement Area from perfluorinated chemicals, Perfluorooctanoic Acid (PFOA), or Perfluorooctane Sulfonic Acid (PFOS). As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

In connection herewith and to the extent permitted by law, Brown hereby agrees, realizes and acknowledges that factual matters now unknown to Brown may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Brown further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Waterline Easement Area, and that the waivers and releases herein have been negotiated and agreed upon in light of that

condition of the Waterline Easement Area, including, without limitation, all seismic elements; the condition, valuation, or utility of the Waterline Easement Area; title and survey matters with respect to the Waterline Easement Area; and the environmental condition of the Waterline Easement Area and the presence of any Hazardous Substance on, under or about the Waterline Easement Area; and (ii) any law or regulation applicable to the Waterline Easement Area, including, without limitation, any Environmental Laws and any other federal, state or local law. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (1) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (2) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (3) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (4) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. Anything in this Section 4 to the contrary notwithstanding, the release contained in this Section 4.2 applies to any Claims with respect to any groundwater contamination beneath the Waterline Easement Area from perfluorinated chemicals, Perfluorooctanoic Acid (PFOA), or Perfluorooctane Sulfonic Acid (PFOS). As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

In connection herewith and to the extent permitted by law, Brown hereby agrees, realizes and acknowledges that factual matters now unknown to Brown may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Brown further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Waterline Easement Area, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Brown nevertheless hereby intends to release, discharge and acquit Spokane Airport from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Brown further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Waterline Easement Area and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

5. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

6. No Waiver. Failure to enforce any provision, restriction, covenant, remedy, or condition in this Agreement will not operate as a waiver of any such provision, restriction, covenant, remedy, or condition or of any other provisions, restrictions, covenants, remedies, or conditions.

7. Construction. Wherever used in this Agreement, unless the context provides otherwise, the singular form will include the plural and the plural will include the singular. The section headings set forth in this Agreement are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

8. Further Assurances. The Parties shall execute and deliver all additional papers, documents and other assurances, and shall do such acts and things reasonably necessary, in connection with the performance of their obligations hereunder to carry out the intent of this Agreement.

9. Consent to Modification. This Agreement and any provision, covenant, or license contained herein may be extended, modified, or amended only with the written consent of the parties.

10. Recordation. Neither Party shall record this Agreement, or a memorandum or so-called "short form" of this Agreement, without the prior written consent of the other.

11. Attorneys' Fees. If any action is brought by either Party against the other in connection with or arising out of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

12. Remedies. In addition to being entitled to exercise all rights provided herein and granted by law, including recovery of damages, each Party shall be entitled to specific performance of the rights under this Agreement. Both Parties agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

13. Miscellaneous. The recitals above are hereby incorporated by reference in this Agreement as though fully set forth in this Agreement. This Agreement will be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in Spokane County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the Effective Date.

SPOKANE AIRPORT:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

Signed by:
By: Dave Haring
5151EC949921441...
Name: David Haring
Its: Chief Executive Officer

BROWN:

JACOB BROWN

BRIDGET FAUTH

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the Effective Date.

SPOKANE AIRPORT:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By:_____
Name: David Haring
Its: Chief Executive Officer

BROWN:

JACOB BROWN

BRIDGET FAUTH

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**EXHIBIT A**
**LEGAL DESCRIPTION OF**
**TILLISON PROPERTY**
**AND**
**BROWN PROPERTY**

TILLISON PROPERTY:

Block 32 of Garden Acres Addition as per map thereof recorded in Book "E" of Plats, page 86, records of the county of Spokane, State of Washington; EXCEPT the East 50 feet of the South 100 feet thereof.

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

BROWN PROPERTY:

The East 50 feet of the South 100 feet of Tract 32, Garden Acres Addition, according to the plat thereof, recorded in Volume "E" of Plats, Page 86, records of Spokane County;

Situate in the County of Spokane, State of Washington.

APN: 24063.0106

Address: 10612 W. 59th Avenue, Spokane, Spokane County, Washington 99224

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**EXHIBIT B**
**QUIT CLAIM DEED**

Record and return to:

SPOKANE AIRPORT
c/o Airport Board
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

| | |
|---|---|
| Document Title: | Quitclaim Deed |
| Grantors: | Spokane Airport Board |
| Grantee: | Jacob Brown and Bridget Fauth, a married couple |
| Abbreviated Legal Description: | [*] |
| Assessor's Parcel Number: | Ptns of 24063.0107 |

QUITCLAIM DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor"), for and in consideration of Ten Dollars ($10.00) in hand paid, hereby conveys and quit claims to JACOB BROWN and BRIDGET FAUTH, a married couple, all of Grantor's interest in the following described real estate: SEE EXHIBIT "A."

DATED effective the _____ day of _____, 2026.

[*signature page and acknowledgments follow*]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

SIGNATURE PAGE
TO
QUITCLAIM DEED

GRANTOR:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane
and County of Spokane, Washington

By: *Exhibit – Do Not Execute*
Name: David Haring
Its: Chief Executive Officer

STATE OF WASHINGTON )
: ss
County of Spokane )

On this ____ day of _____, 20___, before me personally appeared David Haring, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

My commission expires: _____

(Seal or Stamp)

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

EXHIBIT "A"

LEGAL DESCRIPTION

[to be inserted]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**EXHIBIT C**
**RIGHT OF FIRST REFUSAL AGREEMENT**

Record and return to:

SPOKANE AIRPORT
c/o Airport Board
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

| | |
|---|---|
| Document Title: | Right of First Refusal Agreement |
| Grantors: | Jacob Brown and Bridget Fauth, a married couple |
| Grantee: | Spokane Airport Board |
| Abbreviated Legal Description: | Ptn Tract 32, Garden Acres Add |
| Assessor's Parcel No.: | 24063.0106 |

RIGHT OF FIRST REFUSAL AGREEMENT
TO PURCHASE REAL PROPERTY

THIS RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made to be effective as of this ____ day of _____, 2026 ("Effective Date") by and between JACOB BROWN and BRIDGET FAUTH, a married couple, and their respective heirs, beneficiaries, successors, personal representatives and assigns (collectively, "Grantor"), and SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantee").

WHEREAS, Grantor is the owner of fee simple interest in the real property generally located at 10612 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on the attached Exhibit A to this Agreement ("Property").

WHEREAS, Grantor and Grantee entered into that *Property Transfer Agreement* dated effective [*] ("PTA"), wherein Grantee exchanged and conveyed a portion of the Property to Grantor.

WHEREAS, Grantor and Grantee (referred to collectively hereinafter as the "Parties" or, individually, as a "Party") desire that Grantee have a right of first refusal to purchase all or any portion of the Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the transfer of the Property to Grantor by Grantee under the PTA and of the mutual promises, covenants and provisions set forth in this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by each of Grantor and Grantee, the Parties hereby acknowledge and agree as follows:

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

1. Right of First Refusal. Beginning on the Effective Date and continuing until Grantor transfers the Property pursuant to a Bona Fide Offer in accordance with this Agreement (the "ROFR Term"), Grantor hereby grants to Grantee the right of first refusal to purchase all or any portion of the Property if Grantor receives a Bona Fide Offer, as defined below in Section 2, to purchase or transfer all or any portion of the Property (the "Right of First Refusal") on the terms and conditions set forth herein.

a. Bona Fide Offer Notice. Grantor shall promptly send to Grantee written notice following receipt of a Bona Fide Offer and the terms and conditions of the Bona Fide Offer ("Bona Fide Offer Notice") consistent with the requirements of the "notice" provision set forth in Section 5 below. Grantee acknowledges and agrees that it shall not directly or indirectly communicate with the party making the Bona Fide Offer, or its brokers or representatives with respect to the Property, without first obtaining the permission of Grantor.

b. Right of First Refusal Notice. Within ten (10) business days following Grantee's receipt of the Bona Fide Offer Notice, Grantee may send a notice to Grantor that Grantee exercises its Right of First Refusal (the "Right of First Refusal Notice") to purchase the portion of the Property designated in the Bona Fide Offer. In such event, Grantor shall open an escrow at a title company selected by Grantor.

c. Terms of Purchase After Exercising Right of First Refusal. Grantor shall promptly present Grantee with a proposed purchase and sale agreement consistent with the terms of the Bona Fide Offer, and Grantor and Grantee shall each use their good faith efforts to promptly negotiate and execute a mutually acceptable purchase and sale agreement for the Property. The close of escrow shall take place no later than the close of escrow set forth in the Bona Fide Offer, unless otherwise agreed in writing between Grantor and Grantee.

2. Bona Fide Offer. A "Bona Fide Offer" to purchase is a duly signed and executed letter of intent, purchase and sale agreement or other similar letter or agreement to purchase all or any portion of the Property by a person or entity who has the present apparent ability to purchase on the terms and conditions of the offer and which was not obtained or solicited by the Grantor or its successors-in-interest for the sole or primary purpose of thwarting, impairing or diminishing Grantee's rights arising under and by virtue of this Agreement.

a. Offers Not Constituting a Bona Fide Offer. In no event will any of the following constitute a Bona Fide Offer: (i) a bid made pursuant to a judgment or decree issued by a court of proper jurisdiction for a sale of the Property pursuant to a judicial foreclosure action or other similar court action, (ii) a bid made pursuant to a sale executed by a trustee or other similar person or entity having authority to foreclose on the Property, or (iii) a bid made or extended by any party having authority to transfer and convey the Property pursuant to a deed-in-lieu of foreclosure or any substantially similar legal mechanism. In addition, a person or entity making a Bona Fide Offer must not be an instrumentality of local, state or federal government having the power of condemnation or eminent domain. The Right of First Refusal set forth in this Agreement shall not apply in the contexts set forth in this Section, but the Right of First Refusal shall apply to subsequent transfers by parties acquiring the Property or the Property pursuant to a transfer contemplated in this Section.

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

b. Bona Fide Offer for a Portion of an Interest. A Bona Fide Offer includes an offer to purchase all or any portion of the Property in a single transaction or a series of related transactions.

3. Waiver of Right of First Refusal. Except as set forth below, the Right of First Refusal shall be deemed waived, as to any portion of the Property that is the subject of a Bona Fide Offer and Grantor shall be free to sell the portion of the Property that is the subject of the Bona Fide Offer to the bona fide offeror who had delivered the Bona Fide Offer, if (i) Grantee does not send a Right of First Refusal Notice after a Bona Fide Offer Notice within the time period set forth above, or (ii) Grantee fails to comply with the terms of the purchase and sale agreement after exercising its Right of First Refusal with respect to the Bona Fide Offer and the purchase and sale agreement terminates as a result of such failure. In the event of such waiver, Grantee agrees to execute any documentation deemed reasonably required by Grantor or the bona fide offeror to release or terminate the Right of First Refusal. However, if a waiver of the Right of First Refusal occurs pursuant to the foregoing terms, and the terms of the Bona Fide Offer as it was presented to Grantee are modified to be materially less favorable to Grantor prior to the close of escrow contemplated by the Bona Fide Offer, then the Right of First Refusal shall be reinstated and the Parties shall comply with the terms of Section 1 with respect to the modified terms of the Bona Fide Offer. The term "materially less favorable" as used in this Section shall mean a reduction in the purchase price presented in the Bona Fide Offer by more than two and one half percent (2.5%), providing economic concessions to the party making the Bona Fide Offer in an amount equal to or greater than two and one half percent (2.5%) of the purchase price in the Bona Fide Offer, or an extension of the closing date by more than thirty (30) days. If the Property, or portion thereof, is not sold in accordance with the terms of the Bona Fide Offer, then this Agreement and Grantee's Right of First Refusal shall reinstate if necessary and continue in full force and effect until the end of the ROFR Term, unless sooner waived as set forth above.

4. Authority. Grantor represents, warrants and covenants to Grantee that Grantor has full power and authority to execute and to deliver this Agreement and complete the transactions contemplated in this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Grantor.

5. Notices. Any notices required or permitted to be given under this Agreement, including the Bona Fide Offer Notice and Right of First Refusal Notice, shall be in writing and shall be delivered: (i) by hand or via a national overnight courier; or (ii) via email transmission, provided that a copy of any notice delivered via email is also promptly thereafter deposited in any post office or mail depository regularly maintained by the U.S. Postal Service, addressed as follows:

If to Grantor: Jacob Brown and Bridget Fauth
10614 W. 59th Avenue
Spokane, WA 99224
Email:_____

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

If to Grantee: Spokane International Airport
c/o Airport Board
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: David Haring
Email: dharing@spokaneairports.net

Notwithstanding anything to the contrary contained herein, notice is deemed to have been given on the date on which notice is delivered, if notice is given before 5:00 p.m. in Spokane, Washington by personal delivery or email. The above addresses shall be deemed in all cases to be the correct addresses unless a notice party provides notice in writing to all other notice parties of either a new address or a successor or assign having a different address.

6. Miscellaneous Provisions.

a. Incorporation by Reference. All exhibits to this Agreement and the above recitals are hereby incorporated by this reference.

b. Only Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

c. Governing Law and Venue. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the state of Washington. The venue for any suit or action brought in connection with this Agreement shall be in Spokane County, Washington.

d. Assignments and Successors. Grantee may not assign or transfer all or any portion of its rights and obligations obtained by or through this Agreement. Because the rights and obligations of Grantor under this Agreement encumber and "run with" the Property, Grantor may not assign or transfer rights obtained by or through this Agreement independent of a transfer of the Property. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns, if any, and all transferees of the Property during the ROFR Term. For the avoidance of doubt, the ROFR Term shall expire and this Agreement will be of no further force and effect if Grantor transfers the Property for value pursuant to a Bona Fide Offer in accordance with this Agreement.

e. Time of the Essence. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

f. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, and this Agreement will be enforced in all respects as if the invalid or unenforceable provisions were omitted, subject to the following provision. If any particular provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unreasonable, unlawful, or otherwise unenforceable, such provision will be modified to the

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

extent necessary for such provision to be legally enforceable to the fullest extent permitted by applicable law.

g. No Waiver. The waiver by any Party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

h. "Day" Defined. The terms "day" or "days" as used herein shall mean calendar day or days. As used herein, the term "business day" shall mean a day other than a Saturday, Sunday or day on which banking institutions in the City of Spokane, Washington are authorized or required by law or executive order to be closed. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day.

i. "Includes" Defined. The terms "includes", "including" or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

j. No Other Parties. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

k. Counterparts Permitted. This Agreement may be executed and delivered in several counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same Agreement.

l. Attorney Fees. Should either Grantor or Grantee bring any action against the other in any way related to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorney fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

[*signature pages and acknowledgments follow*]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the _____ day of _____, 2026.

GRANTOR:

*Exhibit – Do Not Execute*
JACOB BROWN

*Exhibit – Do Not Execute*
BRIDGET FAUTH

STATE OF WASHINGTON )
: ss
County of _____ )

This record was acknowledged before me on this ____ day of _____, 2026, by Jacob Brown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp) My commission expires: _____

STATE OF WASHINGTON )
: ss
County of _____ )

This record was acknowledged before me on this ____ day of _____, 2026, by Bridget Fauth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp) My commission expires: _____

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

GRANTEE:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane
and County of Spokane, Washington

By: *Exhibit – Do Not Execute*
Name: David Haring
Its: Chief Executive Officer

STATE OF WASHINGTON )
: ss
County of _____ )

On this ____ day of _____, 2026, before me personally appeared David Haring, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp)

My commission expires: _____

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

# EXHIBIT A
# LEGAL DESCRIPTION

[to be inserted]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**EXHIBIT D**
**EASEMENT TERMINATION AGREEMENT**

Record and return to:

SPOKANE AIRPORT
c/o Airport Board
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

| | |
|---|---|
| Document: | Easement Termination Agreement |
| Reference No. of Related Document: | 7406299 |
| Abbreviated Legal Description: | GARDEN ACRES ADD BLK 32 EXC E 50FT OF S100FT; and GARDEN ACRES ADD E50FT OF S100FT OF BLK 32 |
| Assessor's Parcel Numbers: | 24063.0107; and 24063.0106 |

**EASEMENT TERMINATION AGREEMENT**

This EASEMENT TERMINATION AGREEMENT ("Agreement") is made to be effective as of this ___ day of _____, 20___ ("Effective Date"), by and between JACOB BROWN and BRIDGET FAUTH, a married couple (collectively, "Brown"), and SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Spokane Airport"). Brown and Spokane Airport may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Brown is the fee owner of that certain real property generally located at 10612 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on Schedule 1 (the "Brown Property"). Spokane Airport is the fee owner of the adjacent real property to the west of the Brown Property and generally located at 10614 W. 59th Avenue, in Spokane County, Washington 99224 and legally described on Schedule 2 (the "Spokane Airport Property" and together with the Brown Property, the "Burdened Properties");

WHEREAS, The Burdened Properties are subject to that *Water Well Easement and Joint Water Use and Maintenance Agreement* recorded on March 26, 2025 under Recording No. 7408763 of Official Records in the Spokane County Recorder's Office ("Easement Agreement");

WHEREAS, Brown and Spokane Airport desire to execute and record this Agreement to terminate the Easement Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

1. Incorporation of Recitals. The Parties hereby incorporate the above recitals as if fully restated herein.

2. Release of Easement Agreement. Spokane Airport and Brown hereby agree to terminate, extinguish, and release any rights, duties or obligations set forth in the Easement Agreement upon the Effective Date. All restrictions, rights, obligations, and interests created by the recordation of the Easement Agreement against the Burdened Properties shall be released upon the Effective Date in their entirety and in all respects, and Spokane Airport, Brown, and any subsequent owner of the Burdened Properties shall have no continuing restrictions, rights, or obligations whatsoever with respect thereto from and after the recording of this Agreement, including, without limitation, any surviving obligations under the Easement Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original, and such counterparts together will constitute one instrument.

[*Signature Pages Follow*]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**SIGNATURE PAGE TO**
**EASEMENT TERMINATION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**SPOKANE AIRPORT**:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane
and County of Spokane, Washington

By: *Exhibit – Do Not Execute*
Name: David Haring
Its: Chief Executive Officer

STATE OF WASHINGTON )
: ss
County of _____ )

On this _____ day of _____, 2026, before me personally appeared David Haring, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp)

My commission expires: _____

[*Signatures follow*]

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

**BROWN**:

*Exhibit – Do Not Execute*
JACOB BROWN

*Exhibit – Do Not Execute*
BRIDGET FAUTH

STATE OF WASHINGTON )
: ss
County of Spokane )

This record was acknowledged before me on this ____ day of _____, 2026, by Jacob Brown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp) My commission expires: _____

STATE OF WASHINGTON )
: ss
County of _____ )

This record was acknowledged before me on this ____ day of _____, 2026, by Bridget Fauth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

_____
Notary Public (Signature)

_____
(Print Name)

(Seal or Stamp) My commission expires: _____

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

## SCHEDULE 1

## LEGAL DESCRIPTION OF BROWN PROPERTY

[to be inserted]

APN: 24063.0106

Address: 10612 W. 59th Avenue, Spokane, Spokane County, Washington 99224

Docusign Envelope ID: 4E8F6B5E-718F-41B9-A469-72967ACF8B17

## SCHEDULE 2

## LEGAL DESCRIPTION OF SPOKANE AIRPORT PROPERTY

[to be inserted]

APN: 24063.0107

Address: 10614 W. 59th Avenue, Spokane, Spokane County, Washington 99224

Spokane
International Airport

# Tillison Land Acquisition Presentation

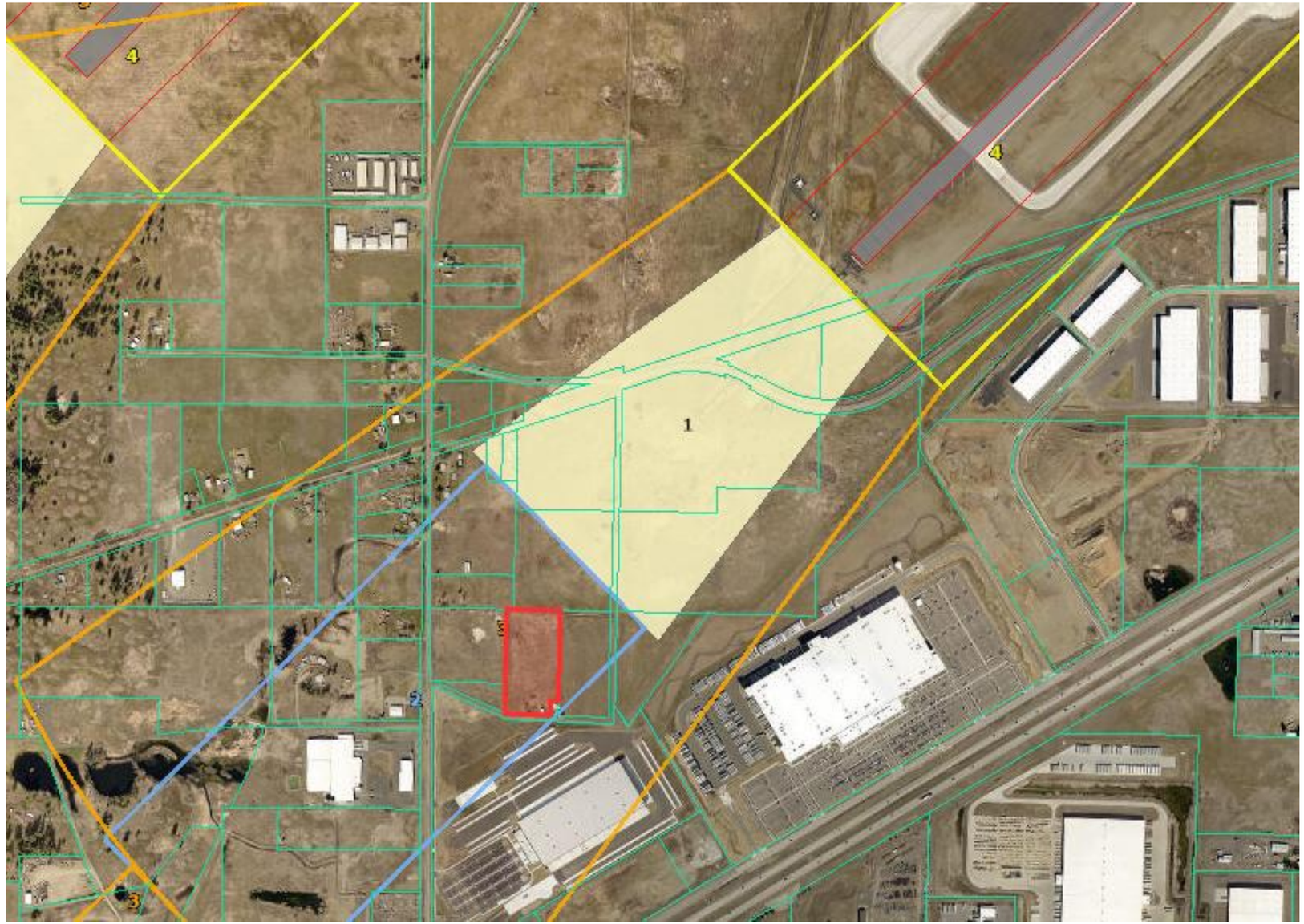
March 2026

# Proposed Land Acquisition

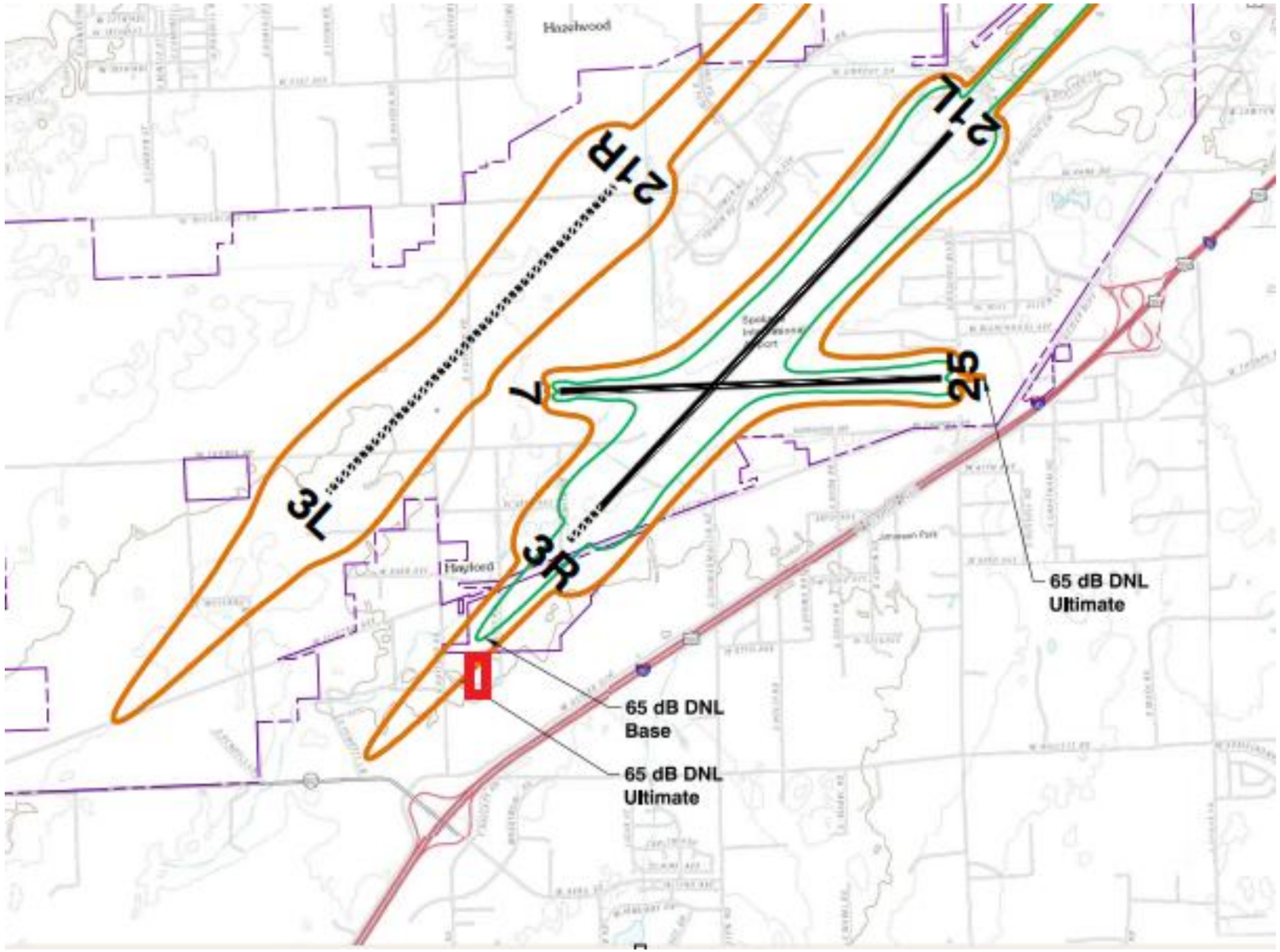
- Located at 10614 West 59th Ave., Spokane, WA 99224 in unincorporated Spokane County
- One non-inhabitable structure (former garage) on the site will be demolished.
- 5.39-acre rectangular-shaped parcel
- Fair Market Value Determined by MAI Appraisal: 460,000 ($1.96 Per Square Foot)
- Situated in ACZ-2 and within the 65 dB Ultimate DNL

# Tillison Property – 10614 W. 59th Avenue

# Airport Compatibility Zone (ACZ) 2

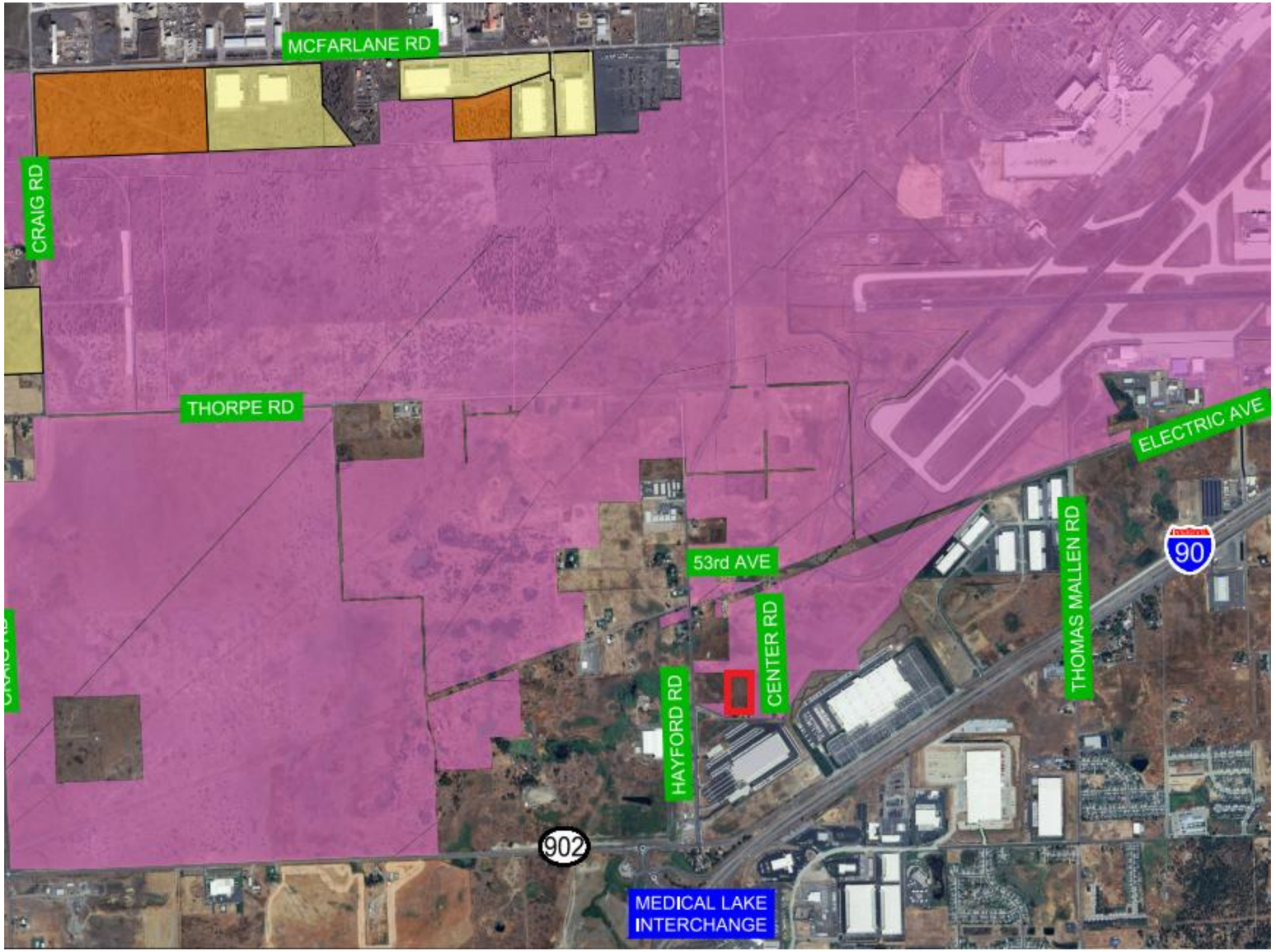


# Noise Contours




The property is situated within the Spokane County Airport Overlay (AO) Zone where residential uses are considered incompatible due to additional safety and noise impacts

# Proposed Land Acquisition




Airport Board Property

# Tillison Property – 10614 W. 59th Avenue

**This acquisition was previously presented to the Board of County Commissioners and the City Council; however, two items were discovered after authorization by the County but before the City's approval:**

- The property was encumbered by a Water Well Easement and Joint Water Use and Maintenance Agreement with the adjoining landowner

- A minor fuel spill was discovered on the property. It was characterized as a small petroleum surfacing staining that did not represent a significant risk to human health or the environment.

**Corrective actions:**

- Airport Board has negotiated a $5,000 reduction to the purchase price of the Tillison property in consideration of potential environmental remediation.
- Water Well Easement Area to be conveyed to the adjoining landowner, along with the water well, upon completion of the Boundary Line Adjustment, in exchange for the Airport's Right of First Refusal to purchase any or all of the adjoining landowner's property in the event they receive a bona fide offer to purchase.
- In terms of internal procedures, the Airport staff has adopted a Purchase and Sale Agreement checklist as part of their due diligence process.

# Tillison Property – Water Well Easement Area

# Summary

**Tillison Property** – 5.39 acres (adjusted for Water Well Easement Area, approximately 780 sf), originally 5.41 acres

- Fair Market Value $460,000 ($1.96 psf), adjusted from $465,000 ($1.97 psf)
- Purchase and Sale Agreement with Tillison is fully executed
- Property Transfer Agreement with Brown (adjoining landowner) is fully executed
- Tillison agreed to reduce the purchase price by $5,000 for potential environmental clean-up
- Water Well Easement Area to be conveyed to Brown, along with the water well, upon completion of the Boundary Line Adjustment, in exchange for the Airport's Right of First Refusal to purchase any or all of the Brown property if Brown receives a bona fide offer to purchase (new benefit to the Airport at no cost)
- Water Well Easement and Joint Water Use and Maintenance Agreement recorded March 26, 2025 to be terminated upon the Effective Date of the  Easement Termination Agreement
- Corrective action – the addition of a Real Estate Purchase and Sale checklist has been adopted as a standard practice to ensure thorough due diligence process is followed

**Property Summary:**

- Parcel is currently zoned light industrial
- Property is within ACZ 2 – Airport Compatibility Zone 2
- Property is situated within the Spokane County Airport Overlay Zone, where residential uses are considered incompatible due to additional safety and noise impacts

# MAI Appraisal

Valbridge PROPERTY ADVISORS



The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions

- None.

Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

**Value Conclusions**

| Value Perspective and Premise | Current As Is |
|---|---|
| Value Type | Market Value |
| Real Property Interest | Fee Simple |
| Effective Date of Value | August 30, 2025 |
| **Value Conclusion** | **$465,000** |
| | **$1.97 psf** |

Respectfully submitted,
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope
Appraiser
Certified General Real Estate Appraiser
Washington State License #25025291
jcope@valbridge.com

Bruce C. Jolicoeur, MAI
Senior Managing Director
Certified General Real Estate Appraiser
Washington State License #1100633
bjolicoeur@valbridge.com

LEMBECK APPRAISAL & CONSULTING, INC.
Commercial Real Estate Analysis & Market Research

**APPRAISAL REVIEW**

| | |
|---|---|
| **PROPERTY:** | Tillison Property<br>10614 W 59th Ave<br>Spokane County, WA 99224 |
| **APPRAISER:** | Julie Cope and Bruce C. Jolicoeur, MAI<br>Valbridge Property Advisors |
| **DATE OF REPORT:** | September 20, 2025 |
| **INTEREST VALUED:** | Fee Simple |
| **PREPARED FOR:** | Amy Anderson<br>Spokane International Airport Board |
| **DATE OF REVIEW:** | October 20, 2025 |
| **REVIEWER:** | Jeffrey D. Lembeck, MAI<br>Lembeck Appraisal & Consulting, Inc. |
| **REVIEWER'S FILE NO.:** | 25.156 |

**EFFECTIVE DATES AND VALUE CONCLUSIONS**

| Market Value | Effective Date | Appraiser's Opinion* | Reviewer's Conclusion |
|---|---|---|---|
| Fee Simple As Is: | August 30, 2025 | $465,000 | Reasonable |

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

5.39 acres *(reduced from 5.41 in consideration of the water well easement)*
FMV $460,000 *($1.96 psf)*
*(Reduced by $5,000 in consideration of potential environmental remediation*)

# Questions?

# Agenda Sheet for City Council:

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

**Committee Agenda type:** Discussion

**Council Meeting Date:** 03/30/2026

| | |
|---|---|
| **Date Rec'd** | 3/11/2026 |
| **Clerk's File #** | RES 2026-0023 |
| **Cross Ref #** | |
| **Project #** | |
| **Bid #** | |
| **Requisition #** | |

| | |
|---|---|
| **Submitting Dept** | HOUSING & HOMELESS SERVICES |
| **Contact Name/Phone** | DAWN KINDER 625-6643 |
| **Contact E-Mail** | DKINDER@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** | 2026 FUNDING RECOMMENDATIONS FOR THE HOME INVESTMENT |

## Agenda Wording

The HOME Affordable Housing Development application opened on November 15, 2025, and was extended through February 9, 2026. There was a total of $2,773,400 in HOME funds available during this funding round. $1,536,000 was made available as "rapid use" funding to projects that must be under an executed contract by June 1, 2026, to meet a HUD spend down commitment date in June 2026. An estimated $850,000 was made available to projects from the program year 2026 HOME allocation. An estimated $352,200 was available for Community Housing Development Organizations.

## Summary (Background)

The HOME Affordable Housing Development application opened on November 15, 2025, and was extended through February 9, 2026. There was a total of $2,773,400 in HOME funds available during this funding round. $1,536,000 was made available as "rapid use" funding to projects that must be under an executed contract by June 1, 2026, to meet a HUD spend down commitment date in June 2026. An estimated $850,000 was made available to projects from the program year 2026 HOME allocation. An estimated $352,200 was available for Community Housing Development Organizations. Six applications were received for funding. All the applications were HOME eligible. Two applications were eligible for only the rapid use funds given their abbreviated construction timelines. Two other applications were eligible for both rapid use funds and the estimated PY2026 funds, and two applications were only eligible for the estimated PY2026 funds. Take Up the Cause (TUTC) was recommended for full funding of their request. TUTC is the only City-certified CHDO in Spokane. As the highest scoring application, Proclaim Liberty was recommended for the full amount of their request from the rapid use funds. VOA was recommended for partial funding of their request from the rapid use funds. Trinity Transitional Housing was recommended for partial funding of their request from the estimated PY2026 HOME allocations. Vasilenko was recommended for full funding of their request from the estimated PY2026 HOME allocation. Foundation for the Challenged was not recommended for funding. Projects recommended for funding and the amounts recommended: $352,200 Take Up The Cause, Beloved Sunset Apts Rehabilitation $1,191,000 Proclaim Liberty, Bethany Village $341,025 VOA, Alexandria's House Rehabilitation $152,725 Trinity Transitional Housing, Maxwell House Rehabilitation $420,000 Vasilenko, South Crystal Ridge, Attached Townhomes The remaining HOME funds will be

released for funding availability in November 2026.

**What impacts would the proposal have on historically excluded communities?**

HOME funds support households earning less than 50% AMI. As funds granted through US Department of Housing and Urban Development, HOME projects must comply with all aspects of Fair Housing regulations.

**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?**

HOME projects follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for HOME funds.

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

The performance of Affordable Housing projects is reported annually. Changes are made to projects to increase effectiveness during each contract term.

**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 HOME funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2026 Annual Action Plan as required by HUD.

**Council Subcommittee Review**

**Fiscal Impact**

| | |
|---|---|
| Approved in Current Year Budget? | YES |
| Total Cost | **$** 2,456,950 |
| Current Year Cost | **$** 2,456,950 |
| Subsequent Year(s) Cost | **$** |

**Narrative**

Funding for the construction projects comes from HOME, a recurring formula grant from HUD

| **Amount** | | **Budget Account** |
|---|---|---|
| Expense | **$** 2,456,950 | **#** 1710-95579-51010-54201-99999 |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |
| Select | **$** | **#** |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Grant |

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

HOME is a yearly formula grant allocation from HUD

| | |
|---|---|
| **Expense Occurrence** | One-Time |

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

| **Approvals** | | **Additional Approvals** | |
|---|---|---|---|
| **Dept Head** | ANDERSON, ARIELLE M. | **ACCOUNTING -** | BROWN, SKYLER |
| **Division Director** | KINDER, DAWN | | |
| **Accounting Manager** | DUFFEY, ANDREW | | |
| **Legal** | GBYRD | | |
| **For the Mayor** | GBYRD | | |

| **Distribution List** | |
|---|---|
| | chhsaccounting@spokaanecity.org |
| chhscontracts@spokaanecity.org | dnorman@spokaanecity.org |
| hpage@spokaanecity.org | |
| | |
| | |

RESOLUTION 2026-0023

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the HOME Investment Partnership program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City anticipates receiving $1,138,478 in an annual 2026 allocation, an estimated $145,240 in annual program income, and $1,489,682 in unused HOME funds from the United States Department of Housing and Urban Development for rapid use projects and PY2026 projects; and

WHEREAS, pursuant to 2026 HOME Investment Partnership Request for Proposals HHS accepted applications for HOME affordable housing funding through an open, competitive process November 15, 2025-February 9, 2026; and

WHEREAS, on February 10, 2026, the CHHS Affordable Housing Committee thoroughly reviewed said applications and recommended the following five projects for funding:

| | | |
|---|---|---|
| 1. | Proclaim Liberty, Bethany Village | $ 1,191,000 |
| 2. | VOA, Alexandria's House Rehabilitation | $ 341,025 |
| 3. | Take Up The Cause, Beloved Sunset Apts. Rehabilitation | $ 352,200 |
| 4. | Trinity Transitional Housing, Maxwell House Rehabilitation | $ 152,725 |
| 5. | Vasilenko, South Crystal Ridge Attached Townhomes | $ 420,000 |

and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the Spokane City Council for consideration on March 4, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

ADOPTED by the City Council this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 02/23/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 03/23/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/18/2026 | | |
| **Clerk's File #** | ORD C36853 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | MAYOR | **Bid #** | |
| **Contact Name/Phone** | ADAM 6779 | **Requisition #** | |
| **Contact E-Mail** | AMCDANIEL@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | ZZAPPONE MCATHCART PDILLON | | |
| **Sponsoring at Administrators Request** | YES | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE RELATED TO THE SALARY REVIEW COMMISSION | | |

## Agenda Wording

An ordinance relates to the Salary Review Commission; amending sections 02.05.040 and 02.05.050; and repealing 02.05.070 of the Spokane Municipal Code.

## Summary (Background)

The Salary Review Commission is charged with reviewing and establishing the salaries of the mayor, council president and city council members. Per municipal code, a decision by the Salary Review Commission to change the salary of mayor, council president or city council members is filed by the commission with the City Clerk by May 31st and incorporated into the City budget without further action of the City Council or Salary Commission. This ordinance changes the date when the Salary Review Commission decision must be filed with the City Clerk from May 31st to August 30th to provide adequate time for the Commission to be appointed, staffed, and complete its duties. This ordinance also makes small technical code corrections.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

Section 7 of the City Charter SMC 02.05 - Salary Review Commission

**Council Subcommittee Review**

N/A

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**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** | BUSTOS, KIM | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | |
| | |
| | |
| | |
| | |

ORD C36853 (SPONSOR SUBSTITUTION)(3-4-26)

# ORDINANCE NO. C36853

An ordinance related to the Salary Review Commission; amending sections 02.05.020, 02.05.040 and 02.05.050; and repealing section 02.05.070, all of the Spokane Municipal Code.

**WHEREAS**, on August 17, 2015, the Spokane City Council passed ORD C35292, creating the Salary Review Commission; and

**WHEREAS,** the duty of the Salary Review Commission is to provide an independent body to base salaries of the mayor, council president, and council members on 'realistic standards' so that elected officials may be paid commensurately to the duties and responsibilities of their respective offices; and

**WHEREAS,** the City Council aims to give the Salary Review Commission time to complete thorough analysis of peer jurisdictions and comparable private sector positions to inform their salary decisions.

NOW, THEREFORE, the City of Spokane does ordain:

**Section 1.** That Section 02.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.020 Membership – Term – Removal

A. Membership. The commission shall consist of five members who are residents and registered voters of the City. Appointment shall be as follows:

   1. Three Commission members shall have experience in the field of personnel management, or a demonstrated knowledge in the administration of compensation and benefits. Two Commission members shall have experience in finance, business management, or other related fields that demonstrate experience beneficial to the review of total compensation and establishment of salary.
   2. All members shall be at-large appointments nominated by the mayor and appointed by the city council.
   3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
   4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

B. Term. Each member of the commission shall serve a ~~((four-year))~~ two-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than ~~((two years))~~ one year of a ~~((four-year))~~ two-year term shall count as a whole term.
2. Initial appointments shall be as follows:
    a. Three members shall be appointed for a period of four years; and
    b. Two members shall be appointed for two years.
3. All subsequent appointments or reappointments shall be for a ~~((four-year))~~ two-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal. Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
    a. residence, or
    b. voter status.

D. Compensation. Commission members shall serve without compensation.

E. Qualifications.

1. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.
    a. For the purposes of this section, “immediate family member” shall mean a:
        i. parent,
        ii. stepparent,
        iii. in-law,
        iv. spouse,
        v. sibling,

vi. stepsibling,

vii. child,

viii. stepchild, or

ix. dependent relative of the officer, official or employee, whether or not living in the household of the officer, official or employee.

**Section 2.** That Section 02.05.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.040 Duties

A. It is the goal of the commission to base salaries of the mayor, council president, and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president, and council members. The commission shall study the relationship of total cost of compensation to the duties of the mayor, council president, and council members.

B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the ~~((city clerk))~~ City Clerk by ~~((May 31st))~~ August 30th, shall be final and shall become effective and incorporated into the ~~((city))~~ City budget without further action of the ~~((city council))~~ City Council or ~~((salary commission))~~ Salary Review Commission.

1. Any change of salary by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.

C. Salary increases established by the commission for the mayor, council president, and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president, and all city council members regardless of their terms of office.

D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president, or council member at the commencement of their next subsequent terms of office.

**Section 3.** That Section 02.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.05.050 Operations of Commission

A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.

B. The commission shall ~~((annually))~~ elect a chair and vice chair from its members.

C. All meetings of the commission shall be open to the public.

1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.

D. The commission shall meet to review the salary schedules of the mayor, council president, and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.

1. ~~((Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.))~~

E. In determining the salaries for the mayor, council president, and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and Finance and Administration Division and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate ((~~city~~)) City division or department.

F. Three members of the commission shall constitute a quorum, and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president, and council members, as well as all other matters of the commission.

G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.

1. The commission shall provide written documentation forming the basis for the salary schedule.

H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the ~~((human resources department))~~ Human Resources Department assigned by the ~~((city))~~ City administration and the City Council. The staff members will research,

review, and provide current data to the commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

**Section 4.** That Section 02.05.070 of the Spokane Municipal Code is hereby repealed.

**Section 5.** Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

**Section 6.** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

Approved as to form:

_____ _____

City Clerk

City Attorney

_____ _____

Mayor

Date

_____

Effective Date

| | | | |
|---|---|---|---|
| **Agenda Sheet for City Council:**<br>**Committee:** Finance & Administration **Date:** 02/23/2026<br>**Committee Agenda type:** Discussion | | **Date Rec'd** | 1/20/2026 |
| | | **Clerk's File #** | ORD C36848 |
| | | **Cross Ref #** | |
| **Council Meeting Date:** 03/16/2026 | | **Project #** | |
| **Submitting Dept** | DEVELOPMENT SERVICES CENTER | **Bid #** | |
| **Contact Name/Phone** | TAMI 6157 | **Requisition #** | |
| **Contact E-Mail** | TPALMQUIST@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** | DSC CODE AMENDMENTS TO SMC | | |

**Agenda Wording**

An ordinance relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032.

**Summary (Background)**

1. To eliminate code discrepancies within our worker's licensing codes by bringing SMCs 08.02.0204 and 10.02.0204, into alignment with the amendments to 17G.010.200 that went into effect on June 14, 2020. 2. To add "Boiler Operator" to the name of the boiler licenses referenced in these code sections to align with the license classification identified on the license once issued. 3. To restate the time frame for renewal/retesting requirements from 90 days after expiration to March 31st. This specification helps keep the date consistent to avoid confusion on leap years. 4. To update the fire code referenced in accordance with the currently adopted fire code. 5. To remove the reference of an oil burner installer on SMC 10.29.032 as this license type had been previously amended out of 17G.010.200.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**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** | PALMQUIST, TAMI | | |
| **Division Director** | MACDONALD, STEVEN | | |
| **Accounting Manager** | ZOLLINGER, NICHOLAS | | |
| **Legal** | SCHOEDEL, ELIZABETH | | |
| **For the Mayor** | PICCOLO, MIKE | | |

| **Distribution List** | |
|---|---|
| | tpalmquist@spokanecity.org |
| smacdonald@spokanecity.org | akiehn@spokanecity.org |
| | |
| | |
| | |

**ORDINANCE NO. C36848**

An ordinance relating to Worker's Licenses, Building Contractor and Workers, and Mechanical Contractor - Apprentices set forth Spokane Municipal Code, amending SMC 17G.010.200, SMC 08.02.0204 and SMC 10.29.032.

**Section 1 of 3**. That SMC section 17G.010.200 be amended to read as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

((1.)) Electricians and electrical apprentices are certificated by the Washington State Department of Labor and Industries under chapter 19.28 RCW.

((2.)) Persons engaged in the craft of installing, altering, repairing, and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber, must have a certificate issued by the Washington State Department of Labor and Industries, as provided in chapter 18.106 RCW.

B. Boiler Operators' and Boiler Inspectors' Licenses.

1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.
2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to their qualifications by the Building Official.
3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
    a. First ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator and ((~~b~~))Boiler ((~~i~~))Inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.
    b. Second ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.
    c. Third ((~~c~~))Class ((~~e~~))Engineer/Boiler Operator: One year of practical experience.
    d. Small ((~~h~~))High-((~~p~~))Pressure ((~~b~~))Boiler ((~~o~~))Operator: Must pass the prescribed examination.

e. Low-((p))Pressure ((b))Boiler ((o))Operator: Must pass the prescribed examination.

4. ((All boiler operation and boiler inspector license holders must renew the license annually by December 31st))Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.
   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.
   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

C. Mechanics' Licenses.

1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and apply to the Development Services Department on prescribed forms.

2. The Building Official shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic. The Building Official may similarly examine any applicant for a renewal of such license.

3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:

   a. Gas ((h))Heating ((m))Mechanic I or ((g))Gas ((i))Inspector I: No Requirements.
   b. Gas ((h))Heating ((m))Mechanic II or ((g))Gas ((i))Inspector II: Must possess an active Gas Mechanic I license.

4. "Gas fitting work" means the installation, alteration, extension, repair, or maintenance, from the outlet of the gas meter, of gas piping, venting, and appliances.

5. ((All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required))Expiration of Licenses and Renewal.

   a. Licenses in this code section are required to be renewed annually by December 31st.
   b. A license will expire and be deemed void if the annual license fee has not been paid by that date.
   c. License exams must be retaken and passed to obtain a new license if an expired license is not renewed by March 31st.

D. Apprentices.

The Building Official may promulgate ((~~from time to time~~)) rules for the licensing, registration, or regulation, or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain, and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and apply to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by their employer certifying the applicant's qualifications, as provided in ((~~UFC Section 2402.3~~)) International Fire Code (IFC) Section 2006.5.3.

**Section 2 of 3**. That SMC section 08.02.0204 be amended to read as follows:

08.02.0204 Building Contractors and Workers

A. Fees are provided in the Development Fee Schedule. ((

~~B. Expiration of Licenses and Renewal.~~

~~Any license that has not been paid before its expiration date is void.~~

~~1. A void license may be renewed at any time up to nine months past the expiration date.~~
~~2. After being void for nine months, the license may not be renewed: The test for the license must be taken and passed and a new license obtained.~~))

**Section 3 of 3**. That SMC section 10.29.032 be amended to read as follows:

10.29.032 Mechanical Contractor - Apprentices

No mechanical contractor may employ more than one apprentice for each licensed heating mechanic ((~~or oil burner installer~~)) on the job, subject to rules promulgated under SMC 17G.010.200(D).

**PASSED** by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

# Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 02/23/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 03/16/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 2/2/2026 | | |
| **Clerk's File #** | ORD C36849 | | |
| **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** | ARTS COMMISSION UPDATE | | |

## Agenda Wording

An ordinance relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code.

## Summary (Background)

The Spokane Arts Commission was established in 1976. The purpose of the Spokane Arts Commission is to "promote and encourage public programs to further the development of public awareness of and interest in the fine and performing arts and preservation of the cultural heritage of the City in connection with the artistic and cultural development of the city". The City Council added a Council liaison to the Arts Commission through Resolution 2025-0119 on January 15, 2026. Administrative staff is currently working with the Arts Commission to develop an annual work plan, which will be considered and approved by the City Council. This ordinance updates the municipal code to codify the annual work plan requirement. The ordinance also officially adds the City Council liaison. Finally, the ordinance also codifies a requirement that the Arts Commission have at least two commission members from every Council district.

**What impacts would the proposal have on historically excluded communities?**

This ordinance seeks to codify a requirement that at least two Arts Commission members be from each City Council District. Historically, residents from City Council District 1 have been underrepresented on City boards and commissions.

**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 Administration tracks geographic representation for all boards and commissions.

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

The work plan of the Arts Commission will approved by the Council annually.

**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 SH 3 - Arts and Cultural Enrichment Comprehensive Plan LGC 2.3 - Broad Community Representation

**Council Subcommittee Review**

N/A

| **Fiscal Impact** | |
|---|---|
| Approved in Current Year Budget? | N/A |
| Total Cost | **$** |
| Current Year Cost | **$** |
| Subsequent Year(s) Cost | **$** |

**Narrative**

This ordinance has no fiscal impact.

| **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** | |
|---|---|
| Sarah Dixit - sdixit@spokanecity.org | Lisa Edwards - eedwards@spokanecity.org |
| | |
| | |
| | |
| | |

# ORDINANCE NO. C36849

An ordinance relating to the Arts Commission; amending Sections 04.05.020, 04.05.030, and 04.05.040 of the Spokane Municipal Code.

**WHEREAS,** the Spokane Arts Commission was established in 1976; and

**WHEREAS,** the purpose of the Spokane Arts Commission is to "promote and encourage public programs to further the development of public awareness of and interest in the fine and performing arts and preservation of the cultural heritage of the City in connection with the artistic and cultural development of the city"; and

**WHEREAS,** the City Council added a Council liaison to the Arts Commission through Resolution 2025-0119; and

**WHEREAS,** the administrative staff is working with the Arts Commission to develop an annual work plan to be considered and approved by the City Council, similar to other City boards and commissions; and

**WHEREAS,** this ordinance updates the code to codify the annual work plan requirement, City Council liaison, and guarantees at least two members from every Council district on the Arts Commission.

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

**Section 1.** That Section 04.05.020 of the Spokane Municipal Code is amended to read as follows:

**Section 04.05.020 Appointment**

A. The ((~~commission~~)) Arts Commission consists of sixteen (16) members nominated by the ((~~mayor~~)) Mayor and appointed by the ((~~council~~)) City Council to staggered three-year terms. The membership shall be composed of two members residing in each of the council districts. The remaining ten positions shall be designated as at-large positions and shall be filled by qualified city residents regardless of the council district in which they reside.

B. Vacancies are filled by appointments to unexpired terms in the same manner.

C. The City Council may appoint a city council member to serve as a liaison to the Arts Commission.

**Section 2.** That Section 04.05.030 of the Spokane Municipal Code is amended to read as follows:

**Section 04.05.030 Officers**

The ((~~commission~~)) Arts Commission by rule determines its officers and the manner of their selection((~~, except that the mayor nominates and the city council appoints the chair of the commission for a term of one year~~)).

**Section 3.** That Section 04.05.040 of the Spokane Municipal Code is amended to read as follows:

**Section 04.05.040 Duties and Functions**

The ((~~commission~~)) Arts Commission has the power and duty to:

A. adopt rules;

B. hold regular public meetings and keep a written record of its proceedings which is a public record;

C. initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further the development and public awareness of, and interest in, the fine and performing arts, and preservation of the cultural heritage of the City;

D. encourage donations and grants to the City for civic arts purposes, to advise the City regarding the receipt of such donations and grants and transmit any funds so received to the City;

E. advise the City concerning the receipt of or purchase of works of art to be placed on municipal property;

F. advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City.

G. establish an annual work plan in consultation with the appropriate City staff designated by the Mayor, which shall be adopted by the City Council

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:** 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

# Agenda Sheet for City Council:

**Committee:** PIES **Date:** 03/09/2026

**Committee Agenda type:** Discussion

**Council Meeting Date:** 03/30/2026

| | | | |
|---|---|---|---|
| **Date Rec'd** | 3/4/2026 | | |
| **Clerk's File #** | ORD C36854 | | |
| **Cross Ref #** | | | |
| **Project #** | | | |
| **Submitting Dept** | CITY COUNCIL | **Bid #** | |
| **Contact Name/Phone** | JACKSON DEESE 509 625-6718 | **Requisition #** | |
| **Contact E-Mail** | JDEESE@SPOKANECITY.ORG | | |
| **Agenda Item Type** | First Reading Ordinance | | |
| **Council Sponsor(s)** | ZZAPPONE MCATHCART | | |
| **Sponsoring at Administrators Request** | NO | | |
| **Lease?** NO | **Grant Related?** NO | **Public Works?** NO | |
| **Agenda Item Name** | ORDINANCE RELATING TO RESIDENTIAL ON-STREET PARKING FOR PERSONS | | |

## Agenda Wording

An ordinance relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date

## Summary (Background)

This ordinance establishes residential on-street parking program for persons with disabilities, adopts new Section 16A.05.091 to Chapter 16A.05 SMC, and sets an effective date of September 1, 2026.

**What impacts would the proposal have on historically excluded communities?**

Costs passed onto applicants could provide hardship to disabled residents on fixed incomes or low-income environments.

**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?**

Quantitative data would be difficult to collect; Qualitative, anecdotal data could be useful if the program increases access or quality of life for persons with disabilities in their neighborhoods.

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

Number of applications could provide an analog for demand for residential disability parking.

**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?**

Currently unaware of alignment with specific existing policies or plans; potential alignment with Safe Streets and Complete Streets and in light of the City motto 'In Spokane, We All Belong,' provides relief to persons with disabilities who have challenges parking near their homes in neighborhoods with high demand for on-street parking space and reduces need for persons with disabilities to consider moving elsewhere for accommodations.

**Council Subcommittee Review**

May send to Transportation Commission/Equity Subcommittee for feedback.

## Fiscal Impact

| | |
|---|---|
| Approved in Current Year Budget? | NO |
| Total Cost | $ Unknown |
| Current Year Cost | $ Unknown |
| Subsequent Year(s) Cost | $ Unknown |

## Narrative

Current year: Est $400 per sign + staff time for processing applications & sign installation. Subsequent year(s) same. City staff (currently the Parking Department) would need funding to purchase and install signage and process applications

| Amount | | Budget Account |
|---|---|---|
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |
| Select | $ | # |

| | |
|---|---|
| **Funding Source** | Recurring |
| **Funding Source Type** | Program Revenue |

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

Yes

| | |
|---|---|
| **Expense Occurrence** | N/A |

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

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

**Distribution List**

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |

**ORDINANCE NO. C36854**

An ordinance relating to residential on-street parking for persons with disabilities, establishing a Residential Disability Parking Program, adopting a new Section 16A.05.091 to Chapter 16A.05 SMC, and setting an effective date.

**WHEREAS,** according to the 2020 Census, 16.3% of residents in Spokane County live with a disability; and

**WHEREAS,** several of Spokane's neighborhoods were built without driveways or other parking facilities in mind; and

**WHEREAS,** disabled residents parking their vehicles on the street compete with neighbors for public on-street parking; and

**WHEREAS,** disabled residents may lose accessible parking in front of or near their homes when leaving for appointments, work, or other regular activities that require personal transportation; and

**WHEREAS,** the City Council intends to create a program to allow disabled residents to reserve and maintain parking near their homes for safety, accessibility, and quality of life.

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

**Section 1.** There is adopted a new section 16A.05.091 to Chapter 16A.05 of the Spokane Municipal Code to read as follows:

**Section 16A.05.091 Disabled Parking – Residential Disability Parking Program**

A. Establishment. There is established a Residential Disability Parking Program for residents to apply for reserved parking in the public right-of-way near their property to improve access for persons with permanent disabilities.
B. Criteria. Residents who have obtained a permanent disability identification card, placard, or license plate pursuant to RCW 46.19.010 may apply for designation of a disability accessible residential parking space in the public right-of-way immediately abutting the residential property owned or rented by the resident, if:

1. The property does not have a driveway, parking lot, garage, car port, private alley parking, or similar paved or unpaved parking surface;
2. Disability accessible parking is not otherwise required or provided on the property;
3. The applicant has a permanent (blue) disability placard or similar identification of a permanent disability; and
4. The applicant or their representative can identify a portion of curbed public right-of-way no less than eight feet in length and no more than eighteen feet in length abutting the residential property of which they own or rent.

C. Process. Applications for residential on-street parking for persons with disabilities shall be submitted to the Parking Department. Applicants must submit at least the following:
   1. A valid disability identification card, placard, or license plate, including any serial numbers and expiration dates;
   2. A valid driver's license, vehicle insurance, and vehicle registration; and
   3. Any information as deemed necessary by the Parking Department.

D. Signage and Display. Once approved, the City shall install at least two accessible parking signs as described in RCW 46.61.581 identifying the location of the reserved parking spot.
   1. The applicant shall appropriately display any placards or license plates pursuant to RCW 46.19.030.
   2. The applicant shall maintain visibility of any signage for their reserved parking spot.

E. Penalty. Relevant restrictions, prohibitions, violations, and penalties pursuant to RCW 46.19.050 may apply to parking granted under this section.

F. Public Rule. The Parking Department shall create a public rule identifying any further criteria, processes, procedures, penalties or regulations not included in this section.

**Section 2.** Effective Date. This ordinance shall take effect and be in force on September 1, 2026.

**Section 3.** Severability. If a section, subsection, paragraph, sentence, clause, phrase or word of this ordinance should be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality of any other portion of this ordinance.

**Section 4.** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or number or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

Approved as to form:

_____ _____

City Clerk

City Attorney

_____ _____

Mayor

Date

_____

Effective Date