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 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:

Agenda Review Session on October 27, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on October 28, 2026, 6:00 p.m.:
1-408-418-9388; access code: 2496 991 7004; password: 0320

To participate in public comment (including Open Forum):

Public comment sign-up is open beginning at 5:00 p.m. on Friday, October 23, 2026, and ending at 6:00 p.m. on Wednesday, October 28, 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 October 26, 2026. You must sign up by 6:00 p.m. on Wednesday, October 28, 2026, 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).

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

THE CITY OF SPOKANE

COUNCIL AGENDA

October 28, 2026, Legislative Agenda

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** (Please note the space in username)
Password: **K8vCr44y**
Both username and password are case sensitive.

Public participation in City Council meetings is governed by Council Rules 2.2, 2.15 and 2.16.

A complete copy of the council rules can be found here: City Council Rules.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 11:00 A.M. EACH TUESDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH WEDNESDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL 5 WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL 5 ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at https://my.spokanecity.org/citycouncil/documents/.

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the Tuesday 11:00 a.m. Agenda Review Session or the Wednesday 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 p.m. Wednesday, October 28, 2026)

(Council Chambers Lower Level of City Hall)

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)

EXPRESS TESTIMONY

Speakers may address any items on this entire council agenda, including any ordinance, resolution, appointment and special consideration, and may speak for up to three (3) minutes. Speakers who opt to speak during this time may not speak again during the legislative session except for Hearings and Open Forum.

FINAL HEARINGS

Speakers have up to three (3) minutes to address each final hearing item. Absent continuation, final action will be taken by council on these items.

1. **ORD C36943** An ordinance expanding the boundaries of the East Sprague Parking and Business Improvement Area and amending Section 04.31C.020 of the Spokane Municipal Code. (At the 09-29-26 Agenda Review, this item was deferred to the Proposed section of the 10-7-26 Legislative Agenda. This item will appear on under the Final Hearings section of the 10-28-26 Legislative Agenda) (Council Sponsors: Council Members Dillon and Zappone)

2. **FIN 2026-0001** Hearing on possible revenue sources for the 2027-28 Biennium Budget on 10-28-26, as set by Council through OPR 2026-0815 on 10-14-26. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

PROPOSED LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address the entire proposed legislative items section as a whole. No final action is expected to be taken by council on these items during this legislative session. Items in the proposed legislative items section of the agenda are expected to be moved to pending legislative items section of the agenda by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Resolutions (Proposed)

1. **RES 2026-0076** Adopting the City of Spokane's legislative agenda for the 2027 state legislative session. (Council Sponsors: Council Members Dillon, Klitzke and Dixit) Erik Poulsen (Note: This item received a Sponsor Substitution on 10-14-26. This substitution incorporates requirements from the Spokane Regional Transportation Council to include the City's transportation project priorities in its state legislative agenda)

2. **RES 2026-0077** Approving the Development Services Fee Table Public Rule. (Council Sponsors: Council Members Zappone and Klitzke) Tami Palmquist

3. **RES 2026-0078** Set hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street. (Council Sponsors: Council Members Klitzke and Zappone) Eldon Brown

4. **RES 2026-0079** Providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs. (Council Sponsors: Council Members Dixit and Zappone) Matt Boston

5. **RES 2026-0080** Relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines. (Council Sponsors: Council Members Klitzke and Zappone) Nate Sulya

6. **RES 2026-0081** Setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck

7. **RES 2026-0082** Setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners. (Council Sponsors: Council Members Zappone and Dillon) Amanda Beck

8. **RES 2026-0083** Relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan. (Council Sponsors: Council President Wilkerson and Council Members Telis and Zappone) Mark Papich

A. Ordinances (Proposed)

1. **ORD C36965** An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) Tami Palmquist

2. **ORD C36966** An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis) Adam McDaniel

FURTHER ACTION DEFERRED ON PROPOSED LEGISLATIVE ITEMS

PENDING LEGISLATIVE ITEMS

Speakers have up to two (2) minutes to address individual items in the pending legislative items section, with the exception that the following items will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section). No final action will be taken by council on these items. Items in the pending legislative items section are expected to be moved to final legislative items section by the next legislative meeting, unless council takes action to modify an item's regular legislative timeline.

A. Board and Commission Appointments (Pending)

B. Reports, Contracts and Claims (Pending)

Public Safety and Community Health Committee (PSCHC) (Pending)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Pending)

1. **OPR 2026-0869** Low Bid of Liberty Northwest Construction of Coeur d'Alene, Idaho for I-90 Stormwater Separation Project 2018052 for $2,148,166.61. An administrative reserve of 10% of the contract will be set aside. (East Central Neighborhood Council) (Council Sponsor: Council Member Klitzke) Dan Buller

2. **OPR 2024-1060** Amendment/Supplemental 2 to increase funds with Parametrix, Inc. (Spokane), for the Fish Lake Trail Phase 2 project. (Council Sponsor: Council Member Klitzke) Dan Buller

3. **OPR 2025-0887** Amendment to increase funds with Selland Construction (Wenatchee, WA) for the Hwy 195 - Meadowlane J-Turn Sidewalk project. (Council Sponsor: Council Member Klitzke) Dan Buller

4. **OPR 2026-0291** Amendment to increase funds with MJ Hughes Construction, Inc. (Vancouver, WA), for the Bridge Deck Repair Bundle - Greene Street, Freya Way, Freya Street, Havana Street project. (Council Sponsor: Council Member Klitzke) Dan Buller

5. **OPR 2026-0348** Amendment to increase funds with Road Products, Inc.(Spokane), for the High Visibility Sidewalks project. (Council Sponsor: Council Member Klitzke) Dan Buller

6. **OPR 2026-0870** Consultant Agreement with Horrocks, LLC (Spokane), for 60% of the design of Latah Bridge Rehabilitation - Project 2023103. An administrative reserve of 10% of the contract price, will be set aside. (Latah Neighborhood Council) (Council Sponsor: Council Member Klitzke) Dan Buller

7. **OPR 2024-0929** Contract renewal 2 of 4 with Industrial Service Solutions, LLC. dba Bay Valve Service & Engineering, LLC. (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from 1/1/2027-12/31/2027 and a total cost not to exceed $150,000.00, plus tax. (Council Sponsor: Council Member Klitzke) Trace Bradburn

8. **OPR 2025-0005** Contract renewal 1 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 11/15/2026-11/14/2027 and a total cost not to exceed $2,500,000.00, plus tax. (Council Sponsor: Council Member Klitzke) Trace Bradburn

9. **OPR 2026-0871** Grant acceptance of $160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program. (Council Sponsors: Council Members Klitzke and Zappone) Mike Forbes

10. **OPR 2026-0874** Five (5) Year Value Blanket with Consolidated Supply (Spokane Valley, WA) for as-needed purchases of curb and valve boxes. Annual spend is estimated at $250,000.00 including tax. (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw

Urban Experience Committee (UE) (Pending)

11. **OPR 2026-0221** An amendment to OPR 2026-0221 (The Salvation Army Inclement Weather 2026) to add an additional $30,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

12. **OPR 2026-0155** An amendment to OPR 2026-0155 (Catholic Charities Inclement Weather 2026) to add an additional $40,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

13. **OPR 2026-0154** An amendment to OPR 2026-0154 (Jewels Helping Hands Inclement Weather 2026) to add an additional $50,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26. (Council Sponsors: Council Members Dixit and Zappone) Paradis Pourzanjani

14. **OPR 2026-0872** Authorization of emergency contract with Jewels Helping Hands, the current Housing Navigation Center operator, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to assist individuals affected by the Spokane Complex Fires. (Council Sponsors: Council Members Dixit and Zappone) Keri Cederquist

15. **OPR 2026-0873** Conditional Multifamily Tax Exemption contract with Rad Space, LLC, for the property located at 4111 E Longfellow Ave, to create 4 dwelling units. Following construction the project intends to finalize under the 12yr exemption. (Council Sponsors: Council Members Dixit and Zappone) Hollis Staal

Finance and Administration Committee (F&A) (Pending)

C. Emergency Ordinances (Pending)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

D. Special Budget Ordinances (Pending)

NOTE: Special Budget Ordinances amend the adopted biennial budget and include the reference to an “emergency” to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36964** Amending Ordinance NO. C36794, entitled in part, “an ordinance adopting a mid-biennial modification budget for the City of Spokane”, and amending it to establish an interfund sip loan to the general fund to repay a one-time interfund transfer from the development services fund, and declaring an emergency. (Council Sponsors: Council Members Dixit and Zappone) Matt Boston

E. Resolutions (Pending)

F. Ordinances (Pending)

1. **ORD C36948** Establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021 relating to the Office of Civil Rights, Equity, and Inclusion (OCREI), and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dixit) Sarah Dixit (Note: At the 10-6-26 Agenda Review, this item was deferred to the "Proposed" section of the 10-14-26 Legislative Agenda, "Pending" section of the 10-28-26 Legislative Agenda and "Final" section of the 11-4-26 Legislative Agenda). (As Amended 10-27-26)

2. **ORD C36962** An ordinance updating the annual City of Spokane property tax levy for 2027. (Council Sponsors: Council President Wilkerson and Council Member Dillon) Jacob Miller (Note: This item will appear under the "Final Hearings" section of the November 4, 2026 Legislative Agenda). (As Amended 10-27-26)

3. **ORD C36963** An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Telis) Sarah Nuss/Adam McDaniel

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

Speakers will have up to two (2) minutes to address final legislative items, which will be grouped for public comment in the following manner: Board and Commission Appointments (2 minutes to speak to all items in this section); Reports, Contracts, and Claims (2 minutes to speak to all items in this section), Special Budget Ordinances, Resolutions (2 minutes to speak to all items in this section), Ordinances (2 minutes to speak to all items in this section), and Special Considerations (2 minutes to speak to all items in this section). Council is expected to take final action on these items during the evening legislative session.

A. Board and Commission Appointments (Final)

B. Reports, Contracts and Claims (Final)

Public Safety and Community Health Committee (PSCHC) (Final)

1. **OPR 2022-0748** Amendment for additional time and cost to the consultant agreement with CivTech, Inc (Hayden, ID), to continue providing traffic engineering on-call services through December 31, 2027 for non-federal aid projects. (Council Sponsors: Council Members Telis and Klitzke)

2. **OPR 2026-0059** Approval for 5-year contract with Vector Solutions Inc (Tampa, FL) for Target Solutions Training Software for term from 1/25/26 through 1/24/2031, at an annual cost of $57,981.08 and in the total amount of 231,924.32 (Council Sponsors: Council Members Cathcart and Telis) (Note: This item originally was approved by Council at the 02-23-26 Council Meeting. The contract was not signed and has been altered, with this item scheduled to appear in the final section of the 10-28-26 Legislative Agenda)

3. **OPR 2026-0835** Grant acceptance of $66,686 from the Federal Emergency Management Act - Department of Homeland Security, through the FY 2025 Assistance to Firefighters (AFG) Grant (Council Sponsors: Council Members Telis and Cathcart)

4. **OPR 2026-0836** Approve the purchase of one 2027 Rogue Jet Chinook 22-foot rescue boat, including trailer, equipment, and accessories, from Rogue Jet Boatworks, Inc., for the Spokane Fire Department in the amount of $160,715.00, including tax. (Council Sponsors: Council Members Telis and Cathcart)

5. **OPR 2026-0837** Request approval to establish a new value blanket with Galls LLC for the purchase of Jumpsuits utilizing WA State contract #03424 on an as needed basis. (Council Sponsors: Council Members Telis and Cathcart)

6. **OPR 2026-0838** This is a mid-year grant award from the Washington Traffic Safety Commission in the amount of $128,000 for October 1,2026 through September 30, 2027 to support the DUI cases within the Municipal Court Recovery Court program. (Council Sponsors: Council Members Telis and Cathcart)

Public Infrastructure, Environment and Sustainability Committee (PIES) (Final)

Urban Experience Committee (UE) (Final)

Finance and Administration Committee (F&A) (Final)

Report of the Mayor of Pending:

1. Report of the Mayor of pending claims & payments of previously approved obligations through: 10/09/2026. Total $6,822,981.18 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $6,462,477.94. (CPR 2026-0002)

2. Report of the Mayor of pending payroll claims of previously approved obligations through: October 10, 2026. Payroll check #581962 through check #582055 $10,311,185.34 (CPR 2026-0003)

C. Emergency Ordinances (Final)

NOTE: Emergency ordinances are those that go into effect immediately upon passage and are not subject to veto by the mayor. Under the Spokane City Charter (Sections 16 and 19) and the Spokane Municipal Code (SMC 01.01.080), every emergency ordinance must be designated as such in the title of the ordinance and include a description of the circumstances that require the ordinance take immediate effect. Emergency ordinances require 5 affirmative votes of the council.

1. **ORD C36955** An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets, and declaring an emergency. (Council Sponsors: Council Members Telis and Klitzke) Adam McDaniel

D. Special Budget Ordinances (Final)

NOTE: Special Budget Ordinances amend the adopted biennial budget, and include the reference to an "emergency" to comply with state laws regarding adoption of municipal budgets. Special Budget Ordinances require 5 affirmative votes of the council. Under the City Charter (Sections 16 and 24), Special Budget Ordinances are effective immediately but are subject to veto by the Mayor.

1. **ORD C36956** Amending Ordinance No. C36794, entitled in part "An Ordinance adopting a mid-biennial modification budget for the City of Spokane", and amending it to utilize salary savings in the project management office for contractual services to support standing up the Spokane United 911 Network, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)

2. **ORD C36957** Amending Ordinance No. C36794, Entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to accept a grant award from the U.S. Department of Homeland Security - Federal Emergency Management Agency to purchase air quality detection equipment for hazmat and high-risk response calls for the Fire Department, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)

3. **ORD C36958** 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 and appropriate a grant award from the Washington Traffic Safety Commission for Therapeutic Court programs, and declaring an emergency. (Council Sponsors: Council President Wilkerson, Council Members Telis and Cathcart)

4. **ORD C36959** Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to accept a grant award from the Washington State Criminal Justice Training Commission, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)

5. **ORD C36960** Amending Ordinance No. C36794, Entitled In Part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to increase Spokane Police Department Extra Duty Assignment expenses and corresponding Special Event revenue due to increased demand, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)

6. **ORD C36961** Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to add one classified position and increase the budget for one-time implementation costs of the Spokane United 911 Network, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart)

E. Resolutions (Final)

F. Ordinances (Final)

1. **ORD C36944** Related to administrative contracts and their execution; amending sections of Chapter 07.06 Article I and III of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (Note: This item received a Sponsor Substitution on 09-23-26 to correct the title, make minor verbiage changes and add boilerplate provisions missing from the original) (As Amended 10-13-26) (Note: At the 10-14-26 Legislative Meeting, Council voted to defer this item to the "Final" section of the 10-28-26 Legislative Agenda). (As Amended 10-27-26)

2. **ORD C36943** This item can be found under the "Final Hearings" section of the agenda.

3. **ORD C36937** Relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date. (Council Sponsors: Council Members Dillon and Telis) (At the 09-15-26 Agenda Review, City Council deferred this item to the Proposed section of the 09-30-26 Legislative Agenda) (At the 10-13-26 Agenda Review, City Council deferred this item to the "Pending" section of the 10-14-26 Legislative Agenda)
   Note: Included in this Legislative Agenda packet is a Dillon and Telis Proposed Amendment to ORD C36937 filed October 14, 2026. This proposed amendment was inadvertently omitted by the Office of the City Clerk from the October 27, 2026, Agenda Review packet. As a result, City Council has not yet taken action on the proposed amendment.

4. **ORD C36893** Vacating Rebecca Street between Olive Avenue and Alki Avenue and located within the Southeast Quarter of Section 15, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned. (Council Sponsors: Council Members Dillon and Telis)

G. Special Considerations (Final)

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

At the conclusion of the Council's business, the October 28, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for November 3, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for November 4, 2026, at 6:00 p.m.

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 Chambers 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.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/14/2026

Date Rec'd	9/16/2026
Clerk's File #	FIN 2026-0001
Cross Ref #	OPR 2026-0815
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	JACOB MILLER X6421
Contact E-Mail	JMILLER@SPOKANECITY.ORG
Agenda Item Type	Hearings
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	REVENUE HEARING

Agenda Wording

The public hearing on possible revenue sources for the 2027-28 Biennium budget for October 28, 2026.

Summary (Background)

A City, such as Spokane, that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2027 expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 4, 2026 agenda.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mboston@spokanecity.org	sneal@spokanecity.org

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/8/2026		
Clerk's File #	RES 2026-0076		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ERIK POULSEN 625-6721	**Requisition #**	
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON KKLITZKE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION ADOPTING STATE LEGISLATIVE AGENDA		

Agenda Wording

A Resolution adopting the City of Spokane's legislative agenda for the 2027 state legislative session.

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the legislative priorities for the 2027 session of the Washington Legislature, which includes an Exhibit "A" setting forth highest priorities and other issues of significant interest to the city.

What impacts would the proposal have on historically excluded communities?

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. Nonetheless, it is expected the City's stated priorities regarding state funding for a variety of social service programs and housing, and extension of Domestic Partnership eligibility, will benefit historically marginalized 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?

Not applicable

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

Success of legislative efforts is generally measured by which measures and budget requests of the City are adopted by the Washington Legislature as well as the City's impact on legislative measures the City opposes.

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

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

Council Subcommittee Review

The City Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list of legislative priorities has been developed by the City’s Legislative Team with assistance from key members of the Administration, contract lobbyists, and other interested parties.

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			
Division Director			
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor			

Distribution List	
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sdixit@spokanecity.org	KKlitzke@spokanecity.org

RES 2027-0076 (SPONSOR SUBSTITUTION)

PURPOSE OF SUBSTITUTION: This substitution incorporates requirements from the Spokane Regional Transportation Council (SRTC) to include the City's transportation project priorities in its state legislative agenda.

RESOLUTION NO. 2026-0076

A Resolution adopting the City of Spokane's legislative agenda for the coming 2027 state legislative session and setting forth transportation priorities.

WHEREAS, Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

WHEREAS, the City Council historically has identified a list of multiple legislative goals for the coming session of the Washington Legislature as well as congressional goals, and among those goals categorizes its highest priorities; and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, administration staff and interested stakeholders to develop the legislative agenda in the form the attached as Exhibit "A," which identifies highest priority issues for the City of Spokane and other issues of significant interest to the City during the coming state legislative session(s); and

WHEREAS, the Spokane Regional Transportation Council (SRTC) annually develops a Unified List of Transportation Priorities for purposes of identifying regional transportation projects of significance to communicate agencies' current regionally important transportation priorities to state legislators and congressional members for potential funding opportunities; and

WHEREAS, as part of the development of the Unified List of Transportation Priorities, the SRTC requires a formal statement from the City of Spokane identifying its transportation priorities; and

WHEREAS, by this resolution the City of Spokane also intends to set forth its transportation priorities;

WHEREAS, the attached exhibits shall guide the City of Spokane's efforts at the state level for the 2027 regular legislative session and any special session(s) that may be held;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts its City of Spokane 2027 State Legislative Agenda, as specified in Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED that the Spokane City Council hereby adopts the City's transportation project priorities set forth in Exhibit B to this Resolution for inclusion in the Spokane Regional Transportation Council (SRTC) annual Unified List of Transportation Priorities.

ADOPTED by the City Council this _____day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Resolution 2026-0076 / Exhibit A

City of Spokane
2027 State Legislative Agenda

PRIORITIES

Spokane Fire Complex Recovery

Rebuilding costs for the Spokane Complex fires are expected to exceed $1 billion, making it the most expensive wildfire damage in Washington state history. Many residents displaced by the fires are uninsured or underinsured and need significant state assistance with rebuilding and restoring their homes.

The City of Spokane awaits a decision from the Trump Administration on the Governor's request for a major disaster declaration necessary to fund debris removal, infrastructure replacement, and other cost reimbursements. The outcome will inform the scope of Spokane's funding and policy needs in the 2027 session.

Preserving Thorpe Trust Land

The Washington State Department of Natural Resources has approved the 199-acre Thorpe property in Spokane for the state's Trust Land Transfer program. The next step is to secure funding in the state budget for this transfer from DNR to the City of Spokane, which will preserve this beloved green space of high ecological and recreational value to our community.

Building Exemption for Fairer Taxation

The 2027 Vibrant Cities Act, championed by the City of Spokane, will authorize cities to exempt buildings and improvements from local property taxes. The bill aims to:

- Encourage development of vacant and underutilized property
- Discourage land speculation
- Promote tax fairness by rewarding property owners who invest in homes and businesses rather than penalizing them with higher taxes for improvements.

This exemption enables property tax to be based on the value of the land itself, not the structures built on it – a revenue-neutral approach to help increase housing supply, revitalize neighborhoods, and improve public safety.

Expand Eligibility for Domestic Partnerships

Washington law currently restricts state-registered domestic partnerships to couples where at least one partner is 62 years of age or older. Lowering this eligibility age to 18 provides a modern legal framework that respects personal choice, secures essential civil protections, and offers significant financial relief to working-class families.

TBD Reform to Fix Streets & Sidewalks

Vehicles over 6,000 pounds are exempt from paying Transportation Benefit District tab fees used for street maintenance projects and pedestrian improvements. These heavier vehicles cause significantly more wear on roadways compared to lighter vehicles. Raising the TBD weight threshold will help Spokane and other cities improve streets and sidewalks while ensuring that heavier vehicles pay their fair share.

SIGNIFICANT ISSUES

Building.on.Momentum.from.Last.Session

Wildfire Insurance Reform

The City of Spokane continues to support legislation establishing the Strengthen Washington Homes Program, which would provide grants to assist and promote wildfire mitigation efforts for insurable dwellings in accordance with Insurance Institute for Business & Home Safety (IBHS) standards. Last year's bill prevented insurers from using wildfire risk as a disqualifying risk factor for properties that meet these standards.

Sidewalk Funding

The City of Spokane continues to seek authorization for a sidewalk utility program or other sustainable funding mechanism to help cities create people-friendly streets that prioritize health, safety, and accessibility for all. Funding will be dedicated to missing sidewalks, critical repairs, and ongoing maintenance.

Pavement to People 2.0

The City of Spokane continues to support expanding Washington's sales tax deferral program for conversion of surface parking lots to affordable housing, known as "Pavement

to People." By also allowing the deferral for partially used, underutilized and underdeveloped properties, more workforce housing units can be built in Spokane and throughout the state.

Crypto Fraud Protection

Spokane Police Department has been working with the state Department of Financial Institutions to crack down on digital-currency fraud, including new regulations on digital kiosks (ATMs). The City supports DFI-request legislation from last session that imposes daily transaction limits and caps fees charged by kiosk operators.

Climate.Resilience.and.Sustainability.Board.Recommendations

Clean Energy Upgrades

The City of Spokane supports Capital Budget funding for the Department of Commerce Clean Energy Technical Assistance Grant Program to advance municipal clean energy projects at City Hall and Northeast Community Center.

Participatory Budgeting

The City of Spokane supports greenhouse-gas reduction projects in East Central identified by the Department of Commerce Community-Based Organization Public Participation Grants Program, which funds local engagement in comprehensive planning and other capacity-building grants for community projects.

Data Center Regulation

The City of Spokane supports legislation that provides comprehensive regulation of emerging large energy use facilities, including data centers.

Fostering.Community.Partnerships

Dwight Merkel Improvements

City of Spokane Parks & Recreation seeks Capital Budget funding to support the Park Levy and Spokane Public School District 81 bond-funded expansion of Dwight Merkel Sports Complex. These state funds, paired with approximately $20+ million in local dollars, will help Parks & Recreation partner with neighboring Department of Veterans Affairs for improved underground water & sewer infrastructure, vehicle and pedestrian circulation, and parking.

Salish School of Spokane New Campus

The City of Spokane supports Capital Budget funding to create a permanent home for the Salish School of Spokane, which provides indigenous language immersion education as well as cultural, recreational, and community facilities serving students, families, neighborhood residents, and the broader region.

Tourism Funding

Tourism Promotion Assessment (TPA) funding will expire in July 2027 without legislative approval to continue this voluntary lodging industry fee. which funds a significant portion of local tourism promotion for Visit Spokane and Spokane Sports.

HB 1590

The City of Spokane helped pass HB 1590 in 2019, establishing a local .1 percent sales and use tax to fund affordable housing and related supportive services. Raising the Area Medium Income (AMI) requirement from 60 percent to 80 percent will expand the pool of eligible buyers for permanently affordable homes. Supported by Habitat for Humanity, Spokane Housing Authority, Spokane Low Income Housing Consortium, and others.

Resolution 2026-0076 / Exhibit B

City of Spokane Transportation Priority Projects

- Fish Lake Trail Connection Phases 2–3
- Division Street Active Transportation Access Improvements
- Latah Bridge Rehabilitation
- 12th Ave – Spokane Phase
- Spokane Falls Blvd
- US 195 Corridor Projects
- 57th/Hatch Intersection
- Freya from Wellesley to Francis
- Francis/Assembly/Driscoll intersection

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026		
Clerk's File #	RES 2026-0077		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ADOPTING PUBLIC RULE FOR THE DEVELOPMENT FEE SCHEDULE		

Agenda Wording

A Resolution adopting a Public Rule for the Development Fee Schedule annual CPI increase.

Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule

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**
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	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION 2026-0077

A resolution approving the Development Services Fee Table Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36619, providing for the yearly update of the Development Fee Table; and

WHEREAS, Ordinance C36619 went into effect on January 22, 2025; and

WHEREAS, the City seeks to publish a public rule implementing Ordinance C36619, pursuant to Spokane Municipal Code Section 08.02.012, specifically for the yearly adjustment of the Development Fee Table; and

WHEREAS, pursuant to Spokane Municipal Code Section 04.02.010, it is the policy of the City to regularly review and, as necessary, adjust schedules for fees, charges, and other assessments to ensure the City recovers at least the actual cost of delivering said service; and

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

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

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

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

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
DEPARTMENT PUBLIC RULE

CITY OF SPOKANE DEVELOPMENT SERVICES DEPARTMENT PUBLIC RULE	RULE xxxz - LGL 2026- RES 2026-
TITLE: DEVELOPMENT SERVICES DEPARTMENT – **UPDATE FEE SCHEDULE** EFFECTIVE DATE January 1, 2027	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The City of Spokane Development Services Department established the following public rule and fee schedule.

The public rule relates to the charges of fees and costs for various services related to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 ADOPTION OF FEE SCHEDULE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to the City of Spokane Community and Economic Development Division, including Development Services Department, Planning Services Department, Code Enforcement Department and Arts, Culture and Historic Preservation Department from the City of Spokane.

3.0 REFERENCES

RCW 19.27
RCW 82.02.020
WAC 51-05
Spokane Municipal Code 08.02
Spokane Municipal Code 04.02.010

DRAFT

4.0 DEFINITIONS

4.1 See SMC 08.02.010

5.0 POLICY

5.1 It is the policy of the City of Spokane Community and Economic Development Division to collect reasonable fees to cover the direct costs of application processing and environmental or building review.

5.2 The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in this public rule shall remain in full effect until modified or amended consistent with Chapter 03.14 of the Spokane Municipal Code.

6.0 ADOPTION OF FEE SCHEDULE

6.1 The Community and Economic Development Division, via this public rule, adopts the Development Fee Schedule attached as Exhibit “A,” effective January 1, 2027.

6.2 The Community and Economic Development Division will collect fees and costs for various services related to the Development Services, Planning, Code Enforcement and Historic Preservation programs and services of the City of Spokane, consistent with the fee schedule adopted in this public rule.

7.0 RESPONSIBILITIES

7.1 The Community and Economic Development Division is responsible for the implementation of this public rule.

8.0 APPENDICES

8.1 Exhibit “A” – City of Spokane Development Fee Schedule

APPROVED BY:

_____

City Attorney

_____

Director of Community and Economic Development

DRAFT

City Administrator

Date

Exhibit “A” – City of Spokane Development Fee Schedule

HOLD FOR FEE TABLE….

DRAFT

Development Fee Schedule
Effective January 1, 202((6))7

Automatic Annual Adjustment

((Effective January 1, 2026, and the first January of each year thereafter, the d))Development fees shall be adjusted annually by ((the City of Spokane Building Official for)) an amount equal to the weighted average of the 2nd quarter Employment Cost Index for State and Local Government Workers (ECI GW) with a weight of 0.7 and the June to June Consumer Price Index for All Urban Consumers West Class BC (CPI-U West BC) with a weight of 0.3. The calculated adjustment factor shall not exceed the three-year average of the weighted values from the previous periods. The new determined fees will be rounded to the nearest dollar if they are over $100 and the nearest dime if they are below. Rounded fees shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Building permit fees tied to job valuations shall not be included in the annual automatic adjustment because construction cost inflation and the scaling of those fees provide self-adjusting mechanisms to help offset associated labor and material cost changes((updates occur semi-annually through the International Code Council (ICC) published updates)).

All hourly and other variable fees are based on the designated metric or fraction thereof.

((Development Fee Schedule))	((Fee Amount))
Shared Fees	**Fee Amount**
Processing/Application Fee (*except as otherwise identified*)	$65.00
Technology Fee for Planning and Land Use Actions	2.50%
Technology Fee for Building and Elevator Permits • Applicable to permits reviewed and/or inspected primarily in accordance with Building and Elevator Codes.	$8.50
Technology Fee for Trade Permits, Trade Licenses, and Non-Permit Actions • Applicable to Permits reviewed and/or inspected primarily in accordance with Mechanical, Electrical, and Plumbing codes; Trade Licenses; and Applications other than those for Land Use Actions that do not authorize work to be performed.	$2.00
Technology Fee for Engineering Permits • Applicable to permits generally reviewed and/or inspected for work within the City right-of-way or involving City utilities.	$5.00
Development Services Review Fee	((~~$119.00~~)) $123.00
Trade Review	((~~$119.00~~)) $123 per hour

Additional, Excessive, and Phased Reviews	50% Original Review Fee
• To ensure a streamlined review process, all plan resubmittals must be complete and address all previously identified comments. New or additional plan review fees will be charged if the resubmittal necessitates a comprehensive re-evaluation from the reviewing departments. This is typically triggered by substantial changes to the project scope, or if the resubmittal fails to adequately address comments after two (2) resubmittals under the initial fee. • Based on the nature and extent of the revisions, resubmissions will be processed as either a resubmittal under the original permit application with the above fee or an hourly fee; or it may require a new permit application with a full review fee. • We encourage pre-application meetings to discuss your project and avoid potential delays or additional fees due to incomplete submittals and resubmittals.	
Additional, Excessive, and Phased Inspections	((~~$109.00~~)) $123.00
Inspection Outside Normal Working Hours (2-hr minimum)	((~~$119.00~~)) $123 per hour
Re-Inspection Fee	((~~$156.00~~)) $161.00
Permit or Application Extension Fee	((~~$46.60~~)) $48.20
Work Beyond Scope of Permit	((~~$156.00~~)) $161.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or $322
Refund Administration Fees ((~~- Plan Review and Processing/Application Fees are non-refundable, no refunds of less than $30 unless City error.~~)) Unless due to error by Development Services: • Processing and Application Fees are non-refundable. • Review Fees are non-refundable once any plan review has begun. • Cumulative amounts less than $35.00 on a single permit are not eligible for refund.	N/A
State Building Code Fee	State Determined ((~~Fee~~))
Recording Fee	County Determined ((~~Fee~~))
State Environmental Policy Act (SEPA)	**Fee Amount**
SEPA Environmental Checklist Initial Review	((~~$518.00~~)) $536.00
Threshold Determination of MDNS	((~~$337.00~~)) $349.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	((~~$3,365.00~~)) $3,480.00
Public Notice	Actual Cost

Environmental Document Reproduction	Actual Cost
Appeal Fees	**Fee Amount**
Appeal of Administrative Decision to Hearing Examiner	((~~$363.00~~)) $2,000.00
Exception: Junk Vehicle Determination Appeal	((~~$208.00~~)) $215.00
Appeal of Hearing Examiner Decision to City Council	((~~$725.00~~)) $2,500.00
Appeal Preparation Fee	Actual Cost
Request for Reconsideration	((~~$259.00~~)) $500.00
Blasting Licenses and Permits	**Fee Amount**
Blaster's License	$57.00
Blasting Permit	((~~$285.00~~)) $295.00
Boiler and Gas Heating Mechanic License Fees	**Fee Amount**
License Application and Examination Fee	$114.00
Annual License Fee	$57.00
• ((~~Annual Inspector License Fee~~))No charge for City Inspectors and City Exam Proctors	((~~$57.00~~))
Boiler Installation Inspection Fees	**Fee Amount**
Low Pressure & Hot Water Boiler < 500,000 BTUs	((~~$163.00~~)) $169.00
LP & HWB 500,000 to < 2,000,000 BTUs	((~~$275.00~~)) $284.00
LP & HWB 2,000,000 BTUs and greater	((~~$440.00~~)) $455.00
Power Boilers < 1,000,000 BTUs	((~~$440.00~~)) $455.00
Power Boilers from 1,000,000 to < 5,000,000 BTUs	((~~$880.00~~)) $910.00
Power Boilers 5,000,000 BTUs and greater - Base	((~~$880.00~~)) $910.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	((~~$26.00~~)) $26.90
Electric Boiler less than or equal to 250 kw	((~~$259.00~~)) $268.00
Unfired Pressure Vessel	((~~$62.10~~)) $64.20
Boiler Operating Permit & Accessory Fees	**Fee Amount**
Boilers - Base City Inspected Operating Permit Fee	((~~$88.00~~)) $91.00
Boilers - per Vessel	((~~$36.20~~)) $37.40
Hydrostatic Pressure Test	((~~$150.00~~)) $155.00
Repair Inspections - Hourly	((~~$119.00~~)) $123.00
Building Permit Fees	**Fee Amount**
$1 - $2,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Base	$73.00
$2,001 - $25,000 Job Value Fee - Variable per $1000 over $2000	$13.00
$25,001 - $50,000 Job Value Fee - Base	$372.00
$25,001 - $50,000 Job Value Fee - Variable per $1000 over $25,000	$10.00
$50,001 - $100,000 Job Value Fee - Base	$622.00
$50,001 - $100,000 Job Value Fee - Variable per $1000 over $50,000	$7.00
$100,001 - $500,000 Job Value Fee - Base	$972.00

$100,001 - $500,000 Job Value Fee - Variable per $1000 over $100,000	$5.00
$500,001 - $1,000,000 Job Value Fee - Base	$2,972.00
$500,001 - $1,000,000 Job Value Fee - Variable per $1000 over $500,000	$4.00
Over $1,000,000 Job Value Fee - Base	$4,972.00
Over $1,000,000 Job Value Fee - Variable per $1000 over $1,000,000	$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee
• Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Alterations, Additions, and Accessory Structures ((~~& Additions~~))	25% of Job Value Fee ($123.00 minimum)
Revision Review Fee - Hourly	$123.00 per hour
((~~Plan Review for SFR & Duplex Accessory Structure Remodels~~))	((~~25% of Job Value Fee~~))
Demolition of SFR or Duplex	((~~$46.60~~)) $48.20
Demolition of Other Structures - Per 1,000 Sq Ft ((~~- [maximum fee $450]~~))	((~~$46.60~~)) $48.20 ($482.00 maximum)
Demolition of Residential Accessory Structures - (i.e. ~ garages((~~,~~)) and pools)	((~~$36.20~~)) $37.40
• Additional fees may be required for historically eligible or listed properties in accordance with **Historic Preservation's** Fee Schedule	
Demolition Permit for structures damaged in the Spokane Complex Fires of 2026 • Processing and Technology Fees shall be waived for Demolition Permits on properties impacted by the Spokane Complex Fires. • The $6.50 State Building Code Fee will apply as applicable to State of Washington regulations.((• ~~No Processing Fee or Technology Fee will be added; only addition of the $6.50 State Building Code Fee~~))	$28.50
Fence Permit Fee per 100 linear feet or fraction thereof	$20.00
Grading Permit Fee for 10,000 cubic yards or less	((~~$150.00~~)) $155.00
Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	((~~$31.10~~)) $32.20
Grading Plan Review for 1,000 cubic yards or less	((~~$78.00~~)) $80.00
Grading Plan Review for 1,001 - 100,000 cubic yards	((~~$197.00~~)) $204.00
Grading Plan Review for each 10,000 cubic yards over 100,000	((~~$10.40~~)) $10.70

Sign Permit Fee for Wall, Projecting, and Incidental Signs - Per Sign	((~~$48.70~~)) $50.40
Sign Permit Fee for Pole and Billboard - Per Sign	((~~$121.00~~)) $125.00
Sign Review Fee	((~~$119.00~~)) $123.00
Factory Built Housing - Per Section	((~~$78.00~~)) $80.70
Manufactured (Mobile) Home - Per Section	((~~$78.00~~)) $80.70
Temporary Structures - 1st 180 days	((~~$259.00~~)) $268.00
Temporary Structures - 2nd 180 days	((~~$570.00~~)) $590.00
Relocation Determination Fee	((~~$78.00~~)) $80.70
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	((~~$98.40~~)) $102.00
Swimming Pool Permit Fee (for all others)	((~~$223.00~~)) $231.00
Adult Family Home Inspection	((~~$254.00~~)) $263.00
Family Home Child Care Capacity Inspection	((~~$254.00~~)) $263.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	((~~$119.00~~)) $123 per hour
Safety Inspection – ((~~SFR~~))Single Dwelling Unit, Electrical Only	((~~$98.40~~))$102.00
Safety Inspection – ((~~SFR, 2 or more categories~~)) Single Dwelling Unit	((~~$197.00~~)) $204.00
((~~Safety Inspection – Duplex~~))	((~~$263.00~~))
((~~Safety Inspection - Multi-Family 3 to 6 units~~))	((~~$338.00~~))
((~~Safety Inspection - Multi-Family over 6 units – Base~~))	((~~$338.00~~))
Safety Inspection – ((~~Multi-Family over 6 units – Variable per unit over 6~~)) Per Additional Dwelling Unit over 1	((~~$36.20~~)) $37.00
Electrical Service Reconnect - Residence	((~~$41.40~~)) $41.00
Electrical Service Reconnect - Commercial	$41.00 + $12.70 per 200 Amps or fraction thereof
Reapplication Fees for Expired Permits	
• Applications for new permits must be submitted for determination to replace permits that have expired.	
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when Foundation Approved	75% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Reapplication Fee ((~~Renewal~~)) with Additional Work	Job Value Fee
Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Plumbing Permit Reapplication Fee ((~~Renewal~~)) when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee
Expired Mechanical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when No Inspections	100% of Permit Fee

Expired Electrical Permit Reapplication Fee ((~~Renewal~~)) when Rough-Ins/Service Approved	25% of Permit Fee
Certificate of Occupancy Fees	**Fee Amount**
For Change of Occupancy when no work is required	((~~$93.20~~)) $96.40
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	((~~$518.00~~)) $536.00
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	((~~$259.00~~)) $268.00
Solar Permit Fees	**Fee Amount**
SFR-Duplex Solar Plan Review Fee (DSC)	((~~$78.00~~)) $80.00
SFR-Duplex Solar Inspection Fee (DSC)	((~~$156.00~~)) $160.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
• Fire Review and Inspection Fees assessed in accordance with the Fire Codes	((~~See Fire Code~~)) See SMC 08.02.034 for current Fire Dept Fees
Electrical Permit Fees	**Fee Amount**
Services: New and Altered (per service and service size) • Service Fees are for the service installation, relocation, or alteration only. Fees for associated feeders, circuits, etc. are assessed separately and in addition to the fee for the Service.	$41.00 + $12.70 per 200 Amps or fraction thereof
Service, Over 600V, Surcharge	((~~$62.10~~)) $64.20
Feeder or Subpanel	((~~$20.70~~)) $21.40
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	((~~$5.00~~)) $5.10
New Square Footage over 5,000 sq ft - Base	((~~$250.00~~)) $255.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	((~~$3.00~~)) $3.10
Alterations/Wiring of Existing Space (per circuit)	((~~$7.20~~)) $7.40
Alarms, Telecommunications, and Other Low-Voltage Control Circuits and Systems (per 2,500 sq. ft.)	((~~$13.50~~)) $14.00
Ground Work-Ground Ufer	((~~$31.10~~)) $32.20
Extensive Ground Work	((~~$109.00~~)) $113.00
Light Standard	((~~$10.40~~)) $10.70
((~~Service, 1-200 Amps~~))	((~~$53.70~~))
((~~Service, 201-400 Amps~~))	((~~$66.40~~))
((~~Service, 401-600 Amps~~))	((~~$79.10~~))
((~~Service, 601-800 Amps~~))	((~~$91.80~~))
((~~Service, 801-1,000 Amps~~))	((~~$104.50~~))
((~~Service, Over 1,000 Amps – Base~~))	((~~$104.50~~))
((~~Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps~~))	-
Temporary Service	((~~$46.60~~)) $48.20

Transformer ((– Base))	$41.00 + $12.70 per 200 Amps or fraction thereof
((Transformer - Variable per 200 Amps or fraction thereof))	(($12.70))
Generator (emergency, standby, and resource recovery) ((– Base)) • Generators of 50 kW or less are considered equivalent to a 200 Amp service.	$41.00 + $12.70 per 200 Amps or fraction thereof
((Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof))	(($12.70))
*((*Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service))*	((NA))
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	(($2,300.00)) $2,379.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	(($4,600.00)) $4,758.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	(($6,900.00)) $7,136.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	(($8,200.00)) $8,481.00
Load Test	(($46.60)) $48.20
Energy Storage Systems	(($52.00)) $53.70
Elevator Permit Fees	**Fee Amount**
((Install:))Elevator, Escalator, or Moving Walk (($5,000 Value or Less)) Installations, Alterations, and Repairs (except as otherwise state)	(($259.00)) $235+$4.50 per $1,000 job value or fraction thereof
((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Base))	(($259.00))
((Install: Elevator, Escalator, or Moving Walk Install > $5,000 Value – Variable per)) (($1,000 in valuation over $5,000))	(($4.10))
((Install:))Stair Climber or Platform Lift Installation	(($91.10)) $94.20
((Install:))Dumbwaiter or Material Lift Installation	(($184.00)) $190.00
((Install:))Temporary Personnel Hoist (Construction Lift) Installation	(($363.00)) $375.00
Operating Permit: Hydraulic Elevator - Annual, Base	(($184.00)) $190.00
Operating Permit: Hydraulic Elevator - Annual, Variable per stop over two	(($22.80)) $23.60
Operating Permit: Cable Elevator - Annual, Base	(($366.00)) $379.00
Operating Permit: Cable Elevator - Annual, Variable per stop over two	(($22.80)) $23.60
Operating Permit: Escalator or Moving Walk	(($366.00)) $379.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	(($91.10)) $94.20
((Alteration or Repair: $5,000 Value or Less))	(($259.00))
((Alteration or Repair: > $5,000 Value – Base))	(($259.00))
((Alteration or Repair: > $5,000 Value – Variable for each $1,000 over $5,000))	(($4.10))
Elevator Reinspection: Hourly	(($119.00)) $123.00

Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	((~~$184.00~~)) $190.00
Document Replacement Fee	((~~$65.00~~)) $67.20
Temp Hoist: Semi-Annual or Jump Inspection	((~~$184.00~~)) $190.00
Temp Hoist: Semi-Annual Operating Permit	((~~$184.00~~)) $190.00
Temporary Operating Permit Fee - Base	((~~$119.00~~)) $123.00
Temporary Operating Permit Fee – Variable per stop over two	((~~$15.50~~)) $16.00
Plan Review for Installs and Major Alterations	((~~$119.00~~)) $123.00
Variance Request w/ Site Visit - Base	((~~$184.00~~)) $190.00
Variance Request w/ Site Visit - Variable per hour more than two	((~~$91.10~~)) $94.20
Variance Request via Desk Evaluation (w/o site visit)	((~~$91.10~~)) $94.20
Technical Advice Site Visit Fee - Base	((~~$184.00~~)) $190.00
Technical Advice Site Visit Fee – Variable per hour more than two	((~~$91.10~~)) $94.20
Decommissioning Conveyance Fee	((~~$184.00~~)) $190.00
Re-Commissioning Conveyance Fee - Base	((~~$184.00~~)) $190.00
Re-Commissioning Conveyance Fee – Variable per hour more than two	((~~$91.10~~)) $94.20
Operating a Conveyance w/o Permit: 30 Day Penalty Fee	((~~$170.00~~)) $176.00
• *Conveyances in operation without a permit more than 120 days may be removed from service by the inspector.*	
Mechanical Permit Fees	**Fee Amount**
Air Handler (per 10,000 cfm or fraction of)	((~~$17.60~~))$18.00
Clothes Dryer (Gas)	$15.50
Ductwork System	$15.50
Evaporative Cooler	$15.50
Gas Log	$15.50
Gas Piping: per outlet	$4.20((~~$4.10~~))
Water Heater	$15.50
Hot Water Tank Heat Pump	$15.50
Heat Pump, Compressor, or A/C: less than 15 tons	((~~$23.80~~))$24.00
Heat Pump, Compressor, or A/C: 15 to 50 tons	((~~$46.60~~))$47.00
Heat Pump, Compressor, or A/C: Over 50 tons	$78.00
Heating Equipment: 1 to 100,000 BTUs or 32 kW	((~~$17.60~~))$18.00
Heating Equipment: More than 100,000 BTUs or 32 kW	$26.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	$72.50
Hood: Type II	$15.50
Hydronic Piping: per outlet	$4.20((~~$4.10~~))
Miscellaneous (*items not covered elsewhere*)	$15.50
Propane Tanks	$15.50
Range/Cooking Equipment (Gas)	$15.50
Refrigeration or Absorption System: 1 - 500,000 BTUs	$26.00
Refrigeration or Absorption System: 500,001 - 1,750,000 BTUs	((~~$46.60~~))$47.00
Refrigeration or Absorption System: Over 1,750,000 BTUs	$78.00
Unlisted or Unused Appliance: Up to 400,000 BTUs	$78.00
Unlisted or Unused Appliance: Over 400,000 BTUs	$130.00
Vent Fans	((~~$10.40~~))$10.50
Wood/Pellet Stove or Insert	((~~$41.40~~))$42.00

• Fees for Electrical Disconnects/Reconnects for HVAC replacements and for thermostat wiring are assessed at the "*Alterations… per circuit*" rate found within the Electrical Permit Fees.	
Plumbing Permit Fees	**Fee Amount**
Per Plumbing Fixture on a trap • Includes, *but is not limited to*, installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	$13.50
Medical Gas Outlet	$13.50
Sewage Ejector	$13.50
Vacuum Breaker/Backflow Device	$13.50
Miscellaneous (plumbing not covered elsewhere) • *Water Heaters are covered within Mechanical Permit Fees*	$13.50
Code Enforcement: Existing Building and Conservation Code Fees	**Fee Amount**
General: Bill equal to all costs and expenses incurred by City	Cost Incurred
Boarding and Securing	Cost Incurred
Property Monitoring	$300.00
Annual Hearing Processing Fee - First Year	$2,000.00
Annual Hearing Processing Fee - Each Subsequent Year	$5,000.00
Code Enforcement: Obstruction From Vegetation and Debris Fees	**Fee Amount**
Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	$250.00
Code Enforcement: Existing Building and Conservation Code Fees	**Fee Amount**
Annual Foreclosure Property Registration Fee	$350.00
((~~Sidewalk Café Fees~~))	-
((~~Sidewalk Café Annual Fee~~))	((~~$161.00~~))
((~~Site Modification Review Fee~~))	((~~$295.00~~))
((~~Initial Review Fee~~))	((~~$322.00~~))
Sidewalk Cafes, Parklets, and Streateries	**Fee Amount**
Annual ((~~License~~)) Permit Fee	((~~$156.00~~)) $161.00
Site Modification Review Fee	((~~$285.00~~)) $295.00
Initial Review Fee	((~~$184.00~~)) $322.00
Refundable Cash Bond for Parklets and Streateries	((~~$1000.00~~)) $1,034.00
((~~2-hour zone per square foot per month~~))	((~~$3.10~~))
((~~4-hour and all-day zones per square foot per month~~))	((~~$2.10~~))
((~~Time-restricted fee parking~~))	((~~$1.08~~))

((~~Device Removal and Replacement Fee - Single Space Meter~~))	((~~$62.10~~))
((~~Device Removal and Replacement Fee - Dual Space Meter~~))	((~~$124.00~~))
((~~Device Removal and Replacement Fee – Kiosk~~))	((~~$517.00~~))
Parking Reservation and Device Removal Fees • Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083.	See SMC 08.02.083 for additional fees
Streets and Airspace Fees	**Fee Amount**
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) per 15-day period	((~~$156.00~~)) $161.00
ROW Obstruction: Long-term (more than 20 days) per square foot per month	((~~$0.20~~)) $0.30
ROW Obstruction: With Excavation 1-3 Days	((~~$156.00~~)) $161.00
ROW Obstruction: No Excavation 1-3 Days	((~~$41.40~~)) $42.80
ROW Obstruction: ((~~No-~~))Each Additional Day	((~~$20.70~~)) $21.40
Master Annual Permit	Expense based
No Fee for Activities Done Under City Contract	$0.00
Traffic Control Plan Review Fee	((~~$81.00~~)) $83.80
IT Plan Review for Fiber Projects	((~~$98.40~~)) $102.00 per hour
Parking Reservation and Device Removal Fees • Fees for use, obstruction, or reservation of paid parking areas and removal of parking payment devices will be required in addition to the fees above in accordance with the **Parking Fee Schedule** within SMC 08.02.083.	See SMC 08.02.083 for additional fees
Road Oiling (and other dust palliatives)	((~~$162.00~~)) $168.00
Obstruction W/O Permit or Exempt Notification	((~~$518.00~~)) $536.00
Work Beyond Scope of Permit	((~~$259.00~~)) 268.00
Street Address Assignment	((~~$15.50~~)) $16.00
Street Address Change	((~~$63.20~~)) $65.40
Building Move Permit	((~~$179.00~~)) $185.00
House Move Rescheduling Fee ((~~–~~)) • *This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff have already been made.*	$65.00
Street Vacation Application Fee	((~~$645.00~~)) $667.00
Approach Permit: Commercial	((~~$54.00~~)) $55.80
Approach Permit: Residential Driveway	((~~$32.10~~)) $33.20
Skywalk Application to Hearing Examiner	((~~$7,413.00~~)) $7,667.00
Skywalk Annual Inspection	((~~$630.00~~)) $630.00
Skywalk Renewal (within 20 years of permit issuance)	((~~$2,371.00~~)) $2,452.00
Oversize or Overweight Movements	**Fee Amount**
Oversize Load - Per 30 Days or fraction of	((~~$81.00~~)) $83.80
Overweight Load (on specified route) - Per 30 Days or fraction of	((~~$121.00~~)) $125.00

Superload - Per Trip	((~~$121.00~~)) $125.00
(Engineering) Private Construction Plan Review Fee Table:	**Fee Amount**
$1 - $10,000 Job Value Fee	$300.00
$10,001 - $50,000 Job Value Fee - Base	$300.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$15.00
$50,001 - $100,000 Job Value Fee - Base	$900.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$13.00
$100,001 - $500,000 Job Value Fee - Base	$1,550.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$10.50
$500,001 - $1,000,000 Job Value Fee - Base	$5,750.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$9.50
Over $1,000,000 Job Value Fee - Base	$10,500.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$8.75
• The job value fees within this subsection are the amounts for private construction plan reviews, other than reviews of stormwater systems, based on the value of the work as shown.	
Additional Review (for excessive plan changes)	((~~$119.00~~)) $123 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	((~~$415.00~~)) $429.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	((~~$10.40~~)) $10.70
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	((~~$518.00~~)) $536.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	((~~$10.40~~)) $10.70
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	((~~$725.00~~)) $750.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	((~~$10.40~~)) $10.70
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	((~~$259.00~~)) $268.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	((~~$518.00~~)) $536.00
Complex Stormwater Systems Review: Under 10 lots - Base	((~~$518.00~~)) $536.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	((~~$10.40~~)) $10.70
Complex Stormwater Systems Review: 10 - 100 lots - Base	((~~$777.00~~)) $804.00

Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	((~~$15.50~~)) $16.00
Complex Stormwater Systems Review: Over 100 lots - Base	((~~$1036.00~~)) $1,071.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	((~~$15.50~~)) $16.00
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	((~~$518.00~~)) $536.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	((~~$1036.00~~)) $1,071.00
Storm Sewer Review ((~~- in accordance with subsection (A) above.~~)) • In accordance with the Job Value Fees associated with this Private Construction Plan Review Fee subsection.	((~~No Charge~~))
Waiver or Variance Review	((~~$119.00~~)) $123.00
Site Development Plan Review	((~~$259.00~~)) $268.00
Traffic Impact Analysis Review Fee	((~~$208.00~~)) $215.00
Hydraulic Analysis Review Fee	((~~$601.00~~)) $622.00
(Engineering) Private Construction Inspection Fee Table:	**Fee Amount**
$1 - $5,000 Job Value Fee	$500.00
$5,001 - $10,000 Job Value Fee	$1,000.00
$10,001 - $50,000 Job Value Fee - Base	$1,000.00
$10,001 - $50,000 Job Value Fee - Variable for each $1,000 over $10,000	$25.00
$50,001 - $100,000 Job Value Fee - Base	$2,000.00
$50,001 - $100,000 Job Value Fee - Variable for each $1,000 over $50,000	$20.00
$100,001 - $500,000 Job Value Fee - Base	$3,000.00
$100,001 - $500,000 Job Value Fee - Variable for each $1,000 over $100,000	$15.00
$500,001 - $1,000,000 Job Value Fee - Base	$9,000.00
$500,001 - $1,000,000 Job Value Fee - Variable for each $1,000 over $500,000	$10.00
Over $1,000,000 Job Value Fee - Base	$14,000.00
Over $1,000,000 Job Value Fee - Variable for each $1,000 over $1,000,000	$5.00
Non-Typical, Specialty Project Inspection	((~~$119.00~~)) $123.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	((~~$119.00~~)) $123.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
Multi-Family Housing Property Tax Incentive Program	**Fee Amount**
Multi-Family Tax Exemption (MFTE) Application	$1,000.00
MFTE Extension Application	$1,000.00
MFTE Final Certificate	$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	$500.00

Shorelines Management	**Fee Amount**
$2,500 - $10,000 Project Value Fee	((~~$1,243.00~~)) $1,286.00
$10,001 - $50,000 Project Value Fee	((~~$1,657.00~~)) $1,714.00
$50,001 - $250,000 Project Value Fee	((~~$3,106.00~~)) $3,212.00
$250,001 - $1,000,000 Project Value Fee	((~~$6,005.00~~)) $6,211.00
Over $1,000,000 Project Value Fee - Base	((~~$7,248.00~~)) $7,496.00
Over $1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	((~~$2,382.00~~)) $2,464.00
Conditional Use Fee	((~~$2,071.00~~)) $2,142.00
Pre-Submittal Review	((~~$622.00~~)) $643.00
Shoreline Exemption Fee	((~~$622.00~~)) $643.00
Permit Amendment Fee	80% of fee in this schedule
Plats	**Fee Amount**
One-Year Extension of Preliminary Plat Approval	((~~$518.00~~)) $536.00
Phasing of Approved Preliminary Plat	((~~$622.00~~)) $643.00
Vacation of Approved Preliminary Plat	((~~$829.00~~)) $857.00
Final Long Plat - Base	((~~$3,422.00~~)) $3,539.00
Final Long Plat - Additional fee per lot	((~~$30.00~~)) $31.00
Alteration of Approved Preliminary, Final Long Plat or BSP	80% of fee in this schedule
Final Short Plat Filing Fee	((~~$2,352.00~~)) $2,433.00
Final Short Plat Filing Fee - Additional fee per lot	((~~$30.00~~)) $31.00
Final Short Plat Filing Fee with Minor Engineering Review	((~~$350.00~~)) $362.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	((~~$30.00~~)) $31.00
Final Binding Site Plan	((~~$3,075.00~~)) $3,180.00
Final Binding Site Plan - fee per additional acre	((~~$30.00~~)) $31.00
Boundary Line Adjustment Filing Fee	((~~$384.00~~)) $397.00
Street Name Change	((~~$2,589.00~~)) $2,678.00
Use of Planning Staff Not Covered by Plat Fees	((~~$119.00~~)) $123.00
Concurrency Inquiry Application	((~~$208.00~~)) $215.00
Zoning	**Fee Amount**
Staff Preparation of Notification Map and Associated Documents	((~~$215.00~~)) $222.00

Type I Application	((~~$1,124.00~~)) $1,163.00
Type II Application	((~~$4,478.00~~)) $4,631.00
Type II Application - per additional acre	((~~$62.10~~)) $64.20
Type II Application with Minor Engineering Review	((~~$1,124.00~~)) $1,163.00
Type III Application	((~~$4,752.00~~)) $4,915.00
Type III Application - per additional acre	((~~$223.00~~)) $231.00
Site Plan Review and/or Modification	((~~$844.00~~)) $873.00
Site Plan Review and/or Modification - per additional 10 acres	((~~$570.00~~)) $590.00
Planned Unit Development (PUD) Bonus Density	((~~$912.00~~)) $943.00
Final PUD	((~~$3,412.00~~)) $3,529.00
Temporary Use Permit	((~~$699.00~~)) $723.00
Floodplain Development Permit	((~~$1,180.00~~)) $1,220.00
Floodplain Development Permit -per additional acre	((~~$57.00~~)) $59.00
Formal Written Interpretation of Zoning Code	((~~$753.00~~)) $779.00
Public Hearing for Other Matters	((~~$1,962.00~~)) $2,029.00
Use of Planning Staff Not Covered by Above Fees - Hourly	((~~$119.00~~)) $123.00
Zoning Verification Letter	((~~$119.00~~)) $123.00
Design Review	**Fee Amount**
Design Review by Urban Design Staff	$600.00
Design Review by Design Review Board	$1,275.00
Comprehensive Plan and Land Use Code Amendments	**Fee Amount**
Threshold Review Fee	((~~$500.00~~)) $517.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	((~~$7,000.00~~)) $7,240.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	((~~$1,075.00~~)) $1,112.00
Use of Planning Staff Not Covered by Above Fees	((~~$119.00~~)) $123.00
Formal Written Interpretation of Comp Plan	((~~$1,075.00~~)) $1,112.00
Short Term Rental License Fee	
Registration for STR - Residential Zone - Application	$260.00((~~$207.00~~))
Registration for STR - Residential Zone - Renewal	$130.00((~~$103.00~~))
Registration for STR - Other Zone - Application	$390.00((~~$310.00~~))
Registration for STR - Other Zone - Renewal	$195.00((~~$155.00~~))
Temporary Disaster Housing Program	**Fee Amount**
Emergency Encroachment Permit	$0.00

Temporary Disaster Housing Program Registration	$0.00
• No City land use application, zoning review, temporary-use permit, registration, or similar administrative processing fee shall be charged for a Temporary Disaster Housing Registration or an Emergency Encroachment Permit	

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	RES 2026-0078		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	ELDON BROWN 6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	RESOLUTION TO SET HEARING - VACATING PORTIONS OF DALTON AVE & OAK		

Agenda Wording

Resolution to set Hearing for the right-of-way vacation of portions of Dalton Ave and Oak Street

Summary (Background)

Property owners adjacent to these portions of right-of-way have petitioned City Council for a vacation. The existing ROW is unimproved and the property owners wish to vacate in order to accommodate future housing across the site. Resolution to set Hearing - 11/11/26 Public Hearing - 12/16/2026

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**
Revenue	**$** 157,180.56	**#** 0320-49199-99999-39510
Select	**$**	**#**
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	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

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R E S O L U T I O N 2026-0078

WHEREAS, on July 14, 2026, the Spokane City Council received a petition for the vacation of portions of Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

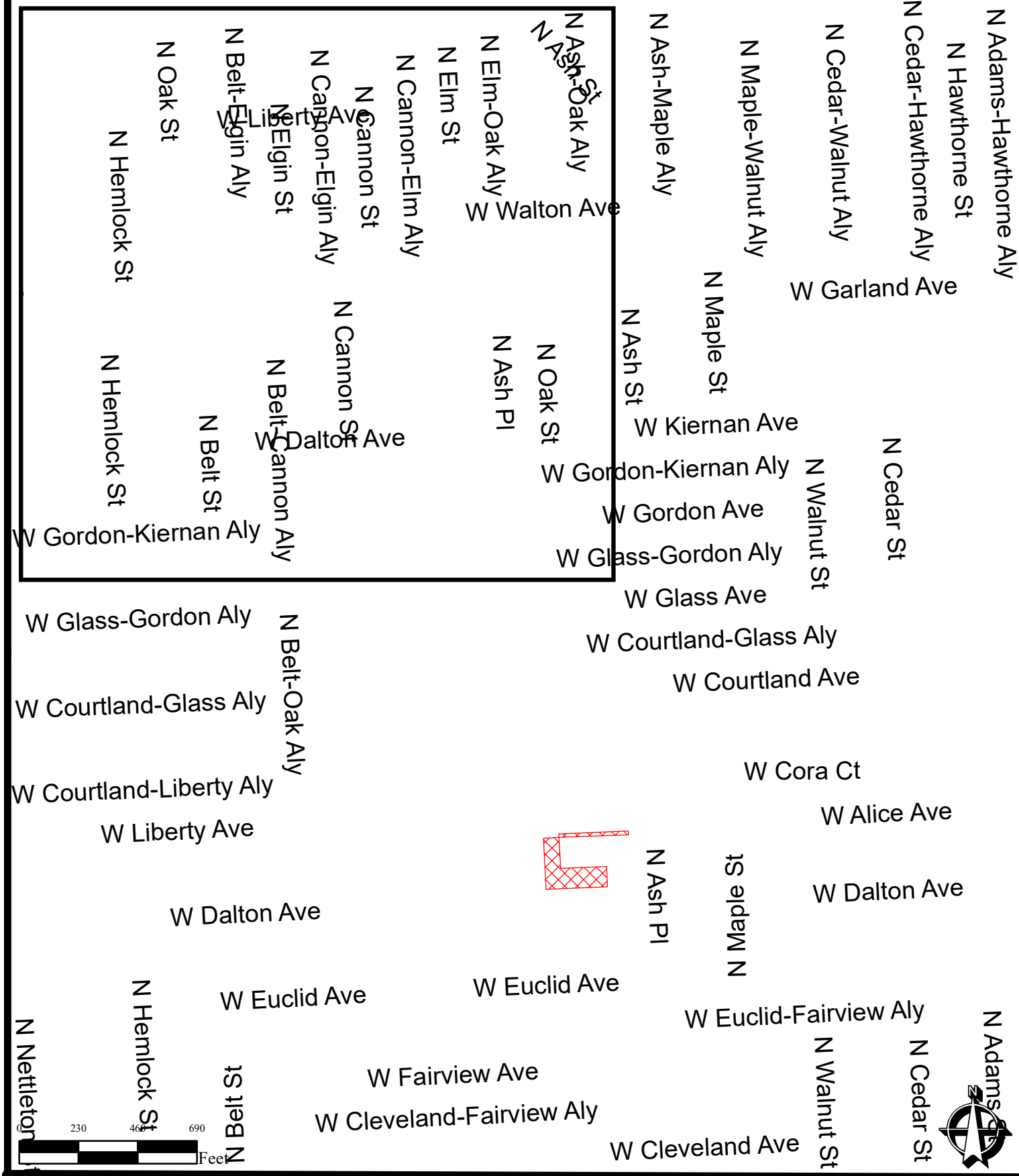
That hearing on the petition to vacate Dalton Avenue, Oak Street, and an adjacent alleyway, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **December 16, 2026**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



Portions of Right-of-Way Applied for
1) - Alley in Block 21 of Spring Hill Addition
2) - Oak St between the S line of the Alley in Block 21 and the S line of Dalton Ave
3) - Dalton Ave between the E line of Oak St and the E line of Lot 10 of Block 21

Legend

Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Printed by: edjohnson Print date: 7/14/2026

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	RES 2026-0079		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	GENERAL FUND SIP LOAN		

Agenda Wording

A resolution of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs.

Summary (Background)

The State Auditor's Office, during the 2025 financial statements audit, determined the transfer from Development Services to the General Fund in the amount of $4M is impermissible. The City has decided to reverse the transfer and turn it into a SIP loan instead.

What impacts would the proposal have on historically excluded communities?

N/A - this is authorizing a financial tool

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

N/A - this is authorizing a financial tool

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

N/A - this is authorizing a financial tool

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

N/A - this is authorizing a financial tool

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $4,011,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This resolution establishes the SIP loan.

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

Funding Source	One-Time
Funding Source Type	Reallocation

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	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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CITY OF SPOKANE, WASHINGTON

DEVELOPMENT SERVICES

LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

RESOLUTION NO. 2026–0079

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED NOVEMBER 11, 2026

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

DEVELOPMENT SERVICES
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026 –____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

RECITALS

WHEREAS, the City of Spokane (the "**City**") Development Services provides permitting, plan review and inspection services for development and construction projects within the City; and

WHEREAS, pursuant to RCW 82.02.020 the City charges independently validated, cost-based fees for certain services, which are deposited into the City's Development Services Fund (the "**Development Services Fund**"); and

WHEREAS, an unanticipated, undesignated and nonrecurring surplus accrued within the Development Services Fund and a one-time transfer of $4,000,000 (the "**Transfer**") was included in the City's adopted 2025–2026 biennium budget; and

WHEREAS, the Washington State Auditor's Office determined the Transfer from the Development Services Fund to the General Fund was impermissible and the City intends to reverse the Transfer; and

WHEREAS, the City does not presently have funds on hand in an amount necessary to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), and the City Council of the City (the "**City Council**") desires to provide a source of funding for the Financing; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of the Financing; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("**Investment Policy**") authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City now desires to authorize the issuance of its Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) in the aggregate principal amount of not to exceed $4,011,000 (the "**Bonds**") to the Spokane Investment Pool (the "**SIP**") to be used for the Financing; and

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Asset Management Fund means the City's existing special fund into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within such fund and used to pay the costs of the Financing.

Bond means the City of Spokane Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed $4,011,000.

Bond Owner or ***Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

City means the City of Spokane, Spokane County, Washington, a first-class charter city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Financing means funding the reversal of the Transfer from the General Fund to the Development Services Fund and the payment of the costs of issuing the Bonds.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; and

(e) All references herein to "sections" and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof.

SECTION 3. THE FINANCING.

The City has identified the need to fund the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain bond issuance costs (the "**Financing**"), as more specifically set forth in the Recitals to this Resolution. The City hereby approves such Financing. The Financing will be undertaken as directed by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Financing, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To provide funds for the Financing, the City shall issue a single taxable limited tax general Obligation Bond of the City to the SIP in the principal amount of not to exceed $4,011,000 for the Bond to document and secure an interfund loan facility with the SIP of not to exceed $4,011,000.

The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed $4,011,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, on payment dates established by the SIP, with final payment of all principal and all accrued interest on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate. The Bond shall be amortized to create approximately level debt service based on semi-annual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date, which final payment may be a balloon payment. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as Exhibit A to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended to pay the costs of the Financing as authorized herein. The net proceeds of the Bond shall be deposited into the Asset Management Fund to provide for the payment of costs of the Financing and expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the "**Bond Registrar**"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1 $_____

STATE OF WASHINGTON
CITY OF SPOKANE

DEVELOPMENT SERVICES
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2026 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution

MATURITY DATE: _____ 1, 20___

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, plus interest, as indicated above.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on _____, 2026 (the "Bond Resolution"), to document and secure an interfund loan from the Spokane Investment Pool ("SIP") to finance the reversal of the Transfer from the General Fund to the Development Services Fund and to pay certain Bond issuance costs. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as described in the Bond Resolution, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such principal and interest is due to the Registered Owner or nominee at the address appearing on the bond register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth in Exhibit A, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By_____*/s/*_____
Mayor

ATTEST:

_____*/s/*_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION

Date of Authentication: _____, 2026

This Bond is the Development Services Limited Tax General Obligation Bond, Series 2026 (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By_____*/s/*_____

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 11th day of November, 2026.

CITY OF SPOKANE
Spokane County, Washington

_____
Betsy Wilkerson, Council President

ATTEST:

_____
Clerk

_____
Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

_____
Tanya L. Lawless, Bond Counsel

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/5/2026
Clerk's File #	RES 2026-0080
Cross Ref #	RES 2023-0096
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	KKLITZKE ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION TO AMEND UTILITY PIPE REHAB PROGRAM

Agenda Wording

Resolution to amend the Administrative Policy 5200-23-05 pertaining to the administration of the Utility Pipe Rehab Program.

Summary (Background)

In 2023, Council approved creation of the Utility Pipe Rehab Program (formerly called the Water and Sewer Rehabilitation Program) to provide financial assistance to qualified residents in need of water or sewer system rehabilitation. SNAP was selected to administer the program via request for proposal. A summary of the changes: - Changing the name from Water Sewer Rehab Program to Utility Pipe Rehab Prgogram - Raised qualifying AMI from 80% to 150% - Introduced 15-year loan period for those at or below 80%AMI - Required new loan customers to enroll in autopay - Add language strengthening nexus between the program and environmental protection/conservation - Clarified individual project exceptions to be confirmed in writing by PW Director - Made language present-tense

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?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

n/a

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?

n/a

Expense Occurrence	Recurring

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

n/a

Approvals		**Additional Approvals**	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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nsulya@spokanecity.org	eraea@spokanecity.org

RESOLUTION NO. 2026-0080

A Resolution of the City of Spokane relating to the Utility Pipe Rehabilitation Program for on-site septic systems, side sewer, and water service lines.

WHEREAS, under chapters 35.92 and 35.67 RCW authorize cities to 'provide assistance to aid low-income person in connection with services' provided by municipal utilities; and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "support of the poor or infirm"; and

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, an estimated fifteen point six (15.6%) of persons in the City of Spokane reported an income below the poverty line in 2021 according to the US Census Bureau data and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

WHEREAS, these sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's Designated Service Areas and are not maintained by the City of Spokane or its Wastewater or Water Departments; and

WHEREAS, these connections and systems include: on-site septic disposal systems, sewer pipes and systems, and side sewer laterals which connect non-public property to the public sewer. Water service lines which connect a property to the public water supply system; and

WHEREAS, these connections may be in poor repair and failing that present public health concerns which can endanger the public and the environment; and

WHEREAS, City staff spend an inordinate amount of staff time each year in investigating these utility problems and educating the public and property owners on property owner responsibilities for the maintenance of such systems; and

WHEREAS, providing for assistance with repair and replacement of on-site septic systems, side sewer, water service connections, and sewers and water lines would benefit the City and its customers by minimizing City resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, to protect our drinking water source, and to comply with environmental regulations; and

WHEREAS, pursuant to Resolution 2023-0096, the City Council allocated $500,000 per year starting in 2024 and ending in 2028 to finance the Water and Sewer Rehabilitation Program and establish low interest loans and potential income-based assistance based on specific criteria and qualifications; and

WHEREAS, pursuant to said resolution, the City adopted Administrative Policy and Procedure No. 5200-23-05 to administer the Program; and

WHEREAS, the City staff recommend certain amendments to the Program; and

WHEREAS, the City Council accepts staff recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that the Public Works Division shall continue to administer the Utility Pipe Rehabilitation Program pursuant to administrative policy and procedure, as now or hereafter amended.

Passed by the City Council this ____ day of _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE	ADMIN 5200-23-05
ADMINISTRATIVE POLICY AND PROCEDURE – PUBLIC WORKS DIVISION	LGL 2023-0031

TITLE: Utility Pipe Rehabilitation Program Policy
EFFECTIVE DATE: December 1, 2023
REVISION EFFECTIVE DATE: XX

1.0 GENERAL

1.1 PUROPOSE

The purpose of this policy is to provide uniform operating rules and procedures for the consideration and award of financial assistance (low interest loans) for resident-owned water and sewer infrastructure projects located within the City of Spokane's service area(s).

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City of Spokane Division of Public Works.

3.0 REFERENCES

3.1 City Council Resolution 2023-0096

3.2 City Council Resolution 2026-XXXX

3.3 Spokane Municipal Code (SMC) §§ 13.03.0304, 13.03.0306,

13.04.1002

3.4 Revised Code of Washington (RCW) Chapters 35.67, 35.92

3.5 Washington Constitution, Article 8 § 7

4.0 DEFINITIONS

4.1 "City" refers to the City of Spokane

4.2 "Director" refers to the City's Director of Public Works

4.3 "Qualified Project" means a water or sewer infrastructure repair project which has received an initial determination and/or entered into a contract with the City for reimbursement by the Utility Pipe Rehabilitation Program Policy as applicable under the program.

4.4 "Qualified third-party administrator" “Project Administrator” or “Administrator” means the selected vendor to administer the program.

4.5 "Resident-owned" means development on private property; plot of land and not located within the city right-of-way

4.6 "Utility Pipe Rehabilitation Program Policy" also referred to as UPRP means the City program designed to provide financial assistance for costs related to resident-owned qualified projects.

5 POLICY

5.1 The policies for this program are outlined in Attachment A hereto.

5.2 The Director, in consultation with the City Attorney and the Administrator, shall develop and maintain all forms necessary to administer this program.

6 PROCEDURE

6.1 The procedures for the program are outlined in Attachment A hereto.

7 RESPONSIBILITIES

7.1 The City of Spokane Integrated Capital Management Department (ICM) shall oversee this policy.

7.2 ICM will be responsible for managing the Administrator and making program recommendations to the Director.

7.3 ICM will be responsible for updating the Director, Utility Billing Department, and City Council annually regarding the program and funding needs.

8 APPENDICES

8.1 Attachment A - Utility Pipe Rehabilitation Program Policy

Attachment A

Utility Pipe Rehabilitation Program

1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City or City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Maintenance of these systems is vital to the protection of the area's natural resources, particularly the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, which serves as the primary drinking water source for Spokane utility customers and the larger general Spokane area. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than a low-income property owner can afford, and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these non-publicly maintained utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs. The Washington State Constitution (Article 8 Sec. 10) allows for municipal corporations engaged in the sale or distribution of water, energy, stormwater, or sewer services to provide financial assistance to those who utilize those services for the conservation or more efficient use of water, energy, or stormwater or sewer services.

2. Current Policy

The City is not obligated to maintain or repair residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

3. Reasons to Connect to the Public System

3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer (Aquifer), and the Spokane River, which endangers the public and environment. The Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. The City of Spokane demonstrates its commitment to protecting the Aquifer through its participation in regional groups such as Aquifer Protection Area and Spokane Aquifer Joint Board, and actions such as funding this loan program to help residents convert septic systems to sewer or repair/replace other utility systems to help alleviate a possible source of contamination to our drinking water and other health hazards related to contamination.

3.3 Benefits City of Spokane

Rate payers and customers currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources and administrative capacity needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations. Additionally, rehabilitating aging or broken infrastructure has a conservation benefit, leading to more efficient and reliable utility systems which is beneficial to the city and its utility customers and rate payers.

3.4 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoria.

Financial assistance programs are financed by the jurisdiction in several ways:

- Costs are paid in part or full either for construction or deferring payment.
- Low-interest loans or grants.
- Costs are reimbursed through utility bills.

- Special programs provide financial assistance for low-income property owners.

5. City of Spokane's Utility Pipe Rehabilitation Program

To assist property owners who need to replace residential utilities, the City of Spokane has implemented a program that provides financial assistance to property owners who are City utility customers residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than $5,000 to greater than $35,000. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is currently in year 2 of a five-year project, subject to available funding, but may be terminated at any time.

The Program contains these elements:

Program Management: This program is managed by a qualified third-party administrator.

Program Evaluation: The program is reviewed and evaluated on an annual basis. The review evaluates the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria as determined. This evaluation is compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program is to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is recommended. Loan payments will return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Property owner must be connected to City municipal water and sewer utility. Criteria elements may include, without limitation, the requirement of the property owner to sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted up to $500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

Low-interest loans

Property owners may apply for a low-interest loan from this program with an interest rate of 3%. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment

by the property owner. A property owner must enter into a written agreement that stipulates they agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of, but separate from, the monthly utility bill, and must be made by autopay. The interest rate was originally determined in relation to the typical annual utility rate increase. Additionally, the administrative burden (e.g., costs associated with modifying the utility billing system to accommodate different interest rates) of implementing anything more complex than a flat interest rate is greater any potential financial benefit. The maximum loan amount is $49,995. No single project shall exceed the funding amount previously outlined, without the express written permission from the Director of Public Works.

5.2 Eligibility Criteria

The criteria below shall determine if a project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria shall be in accordance with public health concerns, public health and environmental protection, the location of property to available city infrastructure, project complexity, and financial need.

Qualifications

The program will be available for property owners who own and live in the home, with an Area Median Income (AMI) of 150% or less. Additionally, the property must be within the City of Spokane wastewater service area for a sewer related project and within the water service area for a water related project. Property owners with income at or below 80% AMI are eligible for a repayment term up to 180 months. Property owners above 80% AMI but at or below 150% AMU are eligible for a repayment term up to 120 months.

Property

The project must be currently connected to the City of Spokane's water or sewer systems, or in the case of septic systems, be within the City's sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences, or as otherwise determined eligible and confirmed in writing by the Public Works Director or their designee. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

Projects

Eligible projects may include, but are not limited to:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs may include, but are not limited to:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes

- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs may include, but are not limited to:

- Property enhancements or renovations unless required by Spokane Municipal Code (e.g., required to connect to newly available sewer)
- Connections for homes in new development(s)
- New sidewalk outside of the construction area

5.3 Process

The process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a City system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.
3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.
7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept. Customer enrolls in autopay.
10. Lien recorded by Administrator.
11. Loan repayment begins.

5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community

engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In additional, the flyer will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/5/2026
Clerk's File #	RES 2026-0081
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	AMANDA BECK X6414
Contact E-Mail	ABECK@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION SETTING THE DOWNTOWN PBIA 2027 ASSESSMENT HEARING

Agenda Wording

A resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

Summary (Background)

The Downtown PBIA, commonly referred to as the Downtown Business Improvement District (DBID), was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane, on behalf of the Downtown Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31 SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

What impacts would the proposal have on historically excluded communities?

Administration and management of the Downtown PBIA is conducted by the BID Manager, the Downtown Spokane Partnership (DSP). In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown Ratepayer Advisory Board is one avenue through which both the City and DSP know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan DSP completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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?

Programs administered by the DSP support several strategies in the recently updated Spokane Downtown Plan, such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Festa Italiana, etc.) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, Economic Development, and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The Downtown PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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?

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION NO. 2026-0081

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

WHEREAS, on June 5, 1995, upon presentation of a petition from downtown property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the Downtown Spokane Development Association, d.b.a. the Downtown Spokane Partnership, established the Downtown Parking and Business Improvement Area as approved by Ordinance C31392; and

WHEREAS, the Downtown Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

WHEREAS, City Council renewed and expanded the Downtown Spokane Parking and Business Improvement Area (PBIA), and amended Chapter 04.31 SMC, on November 12, 2001, pursuant to Resolution 2001-0073 and Ordinance C32923; and

WHEREAS, special assessments shall be collected by the City on an annual basis and deposit in the Downtown Parking and Business Improvement Area Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31.030, as implemented by the annual management plan and budget

WHEREAS, through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the Downtown PBIA and the 2027 Assessment Roll.

NOW THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31 SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the Downtown Parking and Business Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

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

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	10/5/2026
		Clerk's File #	RES 2026-0082
		Cross Ref #	
Council Meeting Date: 11/11/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION SETTING THE EAST SPRAGUE PBIA 2027 ASSESSMENT HEARING		

Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments for property owners.

Summary (Background)

The East Sprague PBIA, commonly referred to as the East Sprague Business Improvement District (ESBID), was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety services. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane, on behalf of the East Sprague Ratepayer Advisory Board. An annual management plan and budget outline the proposed programs, services, and expenditures necessary in administration of the BID as modeled on the projected 2027 Assessment. Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps: • City Council sets an assessment roll hearing date by resolution; • City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor's Office and formulas established in Chapter 04.31C SMC; • The City mails notice to property owners identified on the assessment roll at least fifteen days prior to the hearing; • The City Council approves an assessment roll at the hearing; • City staff carry out billing and collection of annual assessment payments; and • The BID manager carries out the programs and services outlined in their annual management plan and budget in support of the ratepayers.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient. The BID also works with StartUp Spokane to collect Placer.ai data on foot traffic for events and promotion of the district.

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 creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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?

A PBIA is set up to fund specific services for its geographic area above and beyond the baseline services provided by the City.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

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RESOLUTION NO. 2026-0082

A Resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area and providing notice of the 2027 assessments to property owners.

WHEREAS, on April 18, 2016, upon petition from businesses and property owners representing sixty percent or more of the property assessments, the Spokane City Council, with the East Spokane Business Association, established the East Sprague Parking and Business Improvement Area as approved by Ordinance C35377; and

WHEREAS, following the economic development work of the East Sprague Target Investment Pilot, the East Sprague Parking and Business Improvement Area was created to provide for the levy of special assessments upon businesses, multifamily, and mixed-use properties within the PBIA for the purpose of enhancing conditions for the operations of those businesses; and

WHEREAS, City Council expanded the East Sprague Parking and Business Improvement Area (PBIA) as authorized by RCW 35.87A.075, and amended Chapter 04.31C SMC, on October 28, 2026, pursuant to Resolution 2026-0069 and Ordinance C36943; and

WHEREAS, special assessments shall be collected by the City on an annual basis and deposit in the Parking and Business Improvement Districts Fund, and expenditures from the fund are used exclusively for the purposes specified in SMC 04.31C.030, as implemented by the annual management plan and budget

WHEREAS, through this Resolution the City Council intends to provide notice that there will be a hearing on the assessments levied upon properties within the East Sprague PBIA and the 2027 Assessment Roll.

NOW THEREFORE, it is hereby resolved by the Spokane City Council:

1. The City Council will consider the 2027 Assessment and Assessment Roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

2. Pursuant to Chapter 04.31C SMC and RCW 35.87A, notice is hereby given that the assessment roll for properties within the East Sprague Parking and Business

Improvement Area will be on file in the Office of the City Clerk on November 2, 2026, and are open for public inspection.

3. The City Council has fixed December 2, 2026, at 6:00 p.m., or as soon thereafter as practicable, as the time and place for the public hearing upon said assessment, assessment roll, and management plan and budget.

4. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes. The special assessments finance the PBIA programs and budget, as approved by the City Council.

5. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

   This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

6. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment roll, setting forth the date and time of public hearing, including the amount of special assessment.

7. The City Clerk is directed to publish notice of the hearing on the assessment roll in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

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

_____
City Clerk

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026
Clerk's File #	RES 2026-0083
Cross Ref #	RES 2023-0100
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	MARK PAPICH 6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON KTELIS ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	RESOLUTION TO AMEND 2023 WATER SYSTEM PLAN (WSP)

Agenda Wording

Resolution to amend the City's 2023 Water System Plan to include the 2027-2032 CIP project listed in the attached Appendix 8.2 for the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

Summary (Background)

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

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?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City is amending the 2023 Water System Plan to include the 2027-2032 CIP project list as Appendix 8.2. of the amended plan. Adding the 2027-2032 project list increases the eligibility of external funding for water projects.

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?

n/a

Expense Occurrence	

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

n/a

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

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Clerk File No. RES 2026-0083

RESOLUTION

A RESOLUTION relating to the Amendment of the City of Spokane's Water System Plan dated September 27, 2023, adopted by Spokane City Council and approved by the Washington State Department of Health to include the 6-year Capital Plan.

WHEREAS, pursuant to the State of Washington Department of Health (DOH) Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan (Water System Plan) every ten (10) years; and

WHEREAS, it is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, the Water System Plan provides guidance and planning information used by City staff in developing the 20-year capital facility plan for water (RCW 36.70A.070), financial projections for rate evaluations, and the annual Six-Year Capital Program for Water update; and

WHEREAS, DOH regulations now require Amendment of the City's Water System Plan to include the most recent list of 6-year capital projects (CIP) for 2027-2032, as a standalone attachment, a copy is attached hereto and will be entitled as "Appendix 8.2"; and

WHEREAS, Appendix 8.2 is to be incorporated by this Resolution into the City's Water System Plan and shall replace the prior CIP; and

WHEREAS, the City Council of the City of Spokane agrees that the adoption of Appendix 8.2 to be in the public interest and finds it necessary to attach to the City's approved Water System Plan on file with DOH; -- NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that Appendix 8.2, 6-Year CIP (2027-2032 is hereby approved and shall be incorporated into the Water System Plan, on file with DOH.

Adopted and approved by City Council _____, 2026

_____

City Clerk

Approved as to Form:

_____

Assistant City Attorney

8.2 Six-Year Capital Program 2027-2032 Project List

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Administrative Facilities	Upriver Dam Ops Facility Remodel	Utility Rates - Water Ops	$660,000	$0	$0	$0	$0	$0	$660,000
		Total	$660,000	$0	$0	$0	$0	$0	$660,000
	Water Dept. Ops Facility Maintenance and Renovation	Utility Rates - Water Ops	$4,000,000	$0	$0	$0	$0	$0	$4,000,000
		Total	$4,000,000	$0	$0	$0	$0	$0	$4,000,000
	Total		$4,660,000	$0	$0	$0	$0	$0	$4,660,000
Source Wells and Booster Stations	14th and Grand Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$0	$300,000	$300,000
		Total	$0	$0	$0	$0	$0	$300,000	$300,000
	35th and Ray Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$500,000	$0	$500,000
		Total	$0	$0	$0	$0	$500,000	$0	$500,000
	Asset Management Program Implementation	Utility Rates-IC	$300,000	$300,000	$300,000	$300,000	$0	$0	$1,200,000
		Total	$300,000	$300,000	$300,000	$300,000	$0	$0	$1,200,000
	Glennaire Booster Station Upgrade	Utility Rates-IC	$0	$0	$0	$0	$200,000	$4,500,000	$4,700,000
		Total	$0	$0	$0	$0	$200,000	$4,500,000	$4,700,000
	Havana Well	Utility Rates-IC	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
		Total	$2,000,000	$0	$0	$0	$0	$0	$2,000,000
	Latah Booster Capacity Improvement	Utility Rates-IC	$2,000,000	$5,000,000	$1,000,000	$0	$0	$0	$8,000,000
		Total	$2,000,000	$5,000,000	$1,000,000	$0	$0	$0	$8,000,000
	Parkwater Well Station Rebuild	Utility Rates-IC	$0	$0	$0	$0	$0	$200,000	$200,000
		Total	$0	$0	$0	$0	$0	$200,000	$200,000
	Qualchan Booster	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Ray Street Well Station Update	Loan-DWSRF	$4,500,000	$2,000,000	$875,000	$0	$0	$0	$7,375,000
		Utility Rates-IC	$0	$0	$200,000	$0	$0	$0	$200,000
		Total	$4,500,000	$2,000,000	$1,075,000	$0	$0	$0	$7,575,000
	Shawnee Booster Station Rebuild	Utility Rates-IC	$3,500,000	$0	$0	$0	$0	$0	$3,500,000
		Total	$3,500,000	$0	$0	$0	$0	$0	$3,500,000
	SIA PZ to Highland PZ PRV	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Thorpe Road Booster Station #2	Utility Rates-IC	$2,700,000	$3,500,000	$1,000,000	$0	$0	$0	$7,200,000
		Total	$2,700,000	$3,500,000	$1,000,000	$0	$0	$0	$7,200,000
	Well Electric Well Station Upgrade	Utility Rates-IC	$1,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$41,000,000
		Total	$1,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$8,000,000	$41,000,000
	Total		$16,000,000	$18,800,000	$11,375,000	$8,300,000	$8,700,000	$13,200,000	$76,375,000
Storage Systems	Eagle Ridge Reservoir #2	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Indian Trail Area Reservoir	Utility Rates-IC	$0	$0	$0	$0	$0	$500,000	$500,000
		Total	$0	$0	$0	$0	$0	$500,000	$500,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Storage Systems	Mallon Reservoir #2	Utility Rates-IC	$0	$0	$0	$0	$600,000	$4,000,000	$4,600,000
		Total	$0	$0	$0	$0	$600,000	$4,000,000	$4,600,000
	Shawnee Reservoir Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Woodridge Reservoir	Utility Rates-IC	$0	$0	$0	$0	$0	$150,000	$150,000
		Total	$0	$0	$0	$0	$0	$150,000	$150,000
	Total		$0	$0	$0	$0	$600,000	$4,850,000	$5,450,000
Vehicles and Equipment	Excavation and Repair Equipment	Utility Rates - Water	$975,000	$754,000	$510,000	$840,000	$900,000	$900,000	$4,879,000
		Total	$975,000	$754,000	$510,000	$840,000	$900,000	$900,000	$4,879,000
	Light Vehicles	Utility Rates - Water	$370,000	$370,000	$310,000	$350,000	$370,000	$370,000	$2,140,000
		Total	$370,000	$370,000	$310,000	$350,000	$370,000	$370,000	$2,140,000
	Total		$1,345,000	$1,124,000	$820,000	$1,190,000	$1,270,000	$1,270,000	$7,019,000
Water Mains	12th Avenue - Deer Heights to Flint	Private	$0	$0	$0	$30,000	$400,000	$0	$430,000
		Total	$0	$0	$0	$30,000	$400,000	$0	$430,000
	1st Avenue, Maple to Bernard, Distribution Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$60,000	$60,000
		Total	$0	$0	$0	$0	$0	$60,000	$60,000
	27th Avenue, SE Blvd to Ray St, Main Replacement	Utility Rates-IC	$0	$0	$0	$25,000	$200,000	$0	$225,000
		Total	$0	$0	$0	$25,000	$200,000	$0	$225,000
	4th Avenue Distribution Main Replacement (Sunset to Maple)	Utility Rates-IC	$0	$0	$0	$20,000	$200,000	$0	$220,000
		Total	$0	$0	$0	$20,000	$200,000	$0	$220,000
	Austin Rd Trans Main - Five Mile Booster to Strong Storage	Utility Funds-IC	$0	$200,000	$4,000,000	$4,000,000	$4,000,000	$0	$12,200,000
		Total	$0	$200,000	$4,000,000	$4,000,000	$4,000,000	$0	$12,200,000
	Broadway Avenue, Ash to Post Street Main Replacement	Utility Rates-IC	$0	$0	$35,000	$300,000	$100,000	$0	$435,000
		Total	$0	$0	$35,000	$300,000	$100,000	$0	$435,000
	Browne's Addition Small Diam Main Replacement Program	Utility Rates-IC	$0	$0	$0	$150,000	$2,000,000	$2,000,000	$4,150,000
		Total	$0	$0	$0	$150,000	$2,000,000	$2,000,000	$4,150,000
	Cedar Hills Booster Station Rehab		$0	$0	$0	$0	$0	$200,000	$200,000
		Total	$0	$0	$0	$0	$0	$200,000	$200,000
	Coeur D'Alene & 11th to Milton Booster Station Transmission	Utility Rates-IC	$200,000	$3,000,000	$3,500,000	$0	$0	$0	$6,700,000
		Total	$200,000	$3,000,000	$3,500,000	$0	$0	$0	$6,700,000
	Eagle Ridge (Qualchan to Eagle Ridge 1)	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Flint/Greenwood/Russell Distribution Extension for PFAS Mitigation	Grant-DWSRF	$0	$1,600,000	$5,000,000	$5,000,000	$0	$0	$11,600,000
		Total	$0	$1,600,000	$5,000,000	$5,000,000	$0	$0	$11,600,000
	Freya St Transmission Main, Wellesley Ave to Francis Ave	Utility Rates-IC	$0	$100,000	$100,000	$0	$0	$0	$200,000
		Total	$0	$100,000	$100,000	$0	$0	$0	$200,000
	Future Development Upsize Water Projects	Utility Rates-IC	$250,000	$250,000	$250,000	$250,000	$300,000	$300,000	$1,600,000
		Total	$250,000	$250,000	$250,000	$250,000	$300,000	$300,000	$1,600,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Mains	Grandview Avenue from 17th Ave to 16th Ave Water Main	Utility Rates-IC	$700,000	$0	$0	$0	$0	$0	$700,000
		Total	$700,000	$0	$0	$0	$0	$0	$700,000
	Hatch/57th Intersection (Dist Main Ext)	Utility Rates-IC	$0	$0	$0	$300,000	$0	$0	$300,000
		Total	$0	$0	$0	$300,000	$0	$0	$300,000
	Indian Trail Transmission Main (Comanche to Meadowglen Park)	Utility Rates-IC	$200,000	$4,000,000	$0	$0	$0	$0	$4,200,000
		Total	$200,000	$4,000,000	$0	$0	$0	$0	$4,200,000
	Indian Trail Transmission Main from Indian Trail Tank to Kathleen Drive Phase 1	Utility Rates-IC	$0	$500,000	$2,500,000	$2,500,000	$0	$0	$5,500,000
		Total	$0	$500,000	$2,500,000	$2,500,000	$0	$0	$5,500,000
	Latah from 14th Ave to 7th and Cannon Transmission Main Phase 3	Loan-DWSRF	$4,800,000	$0	$0	$0	$0	$0	$4,800,000
		Utility Rates-IC	$5,500,000	$0	$0	$0	$0	$0	$5,500,000
		Total	$10,300,000	$0	$0	$0	$0	$0	$10,300,000
	Latah from 7th/8th & Adams to 9th & Pine Storage	Utility Rates-IC	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
		Total	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
	Latah from Cannon & 7th/8th to Adams Tmain Phase 4	Utility Rates-IC	$0	$100,000	$500,000	$3,000,000	$2,000,000	$0	$5,600,000
		Total	$0	$100,000	$500,000	$3,000,000	$2,000,000	$0	$5,600,000
	Latah from Chestnut and 23rd to 14th Ave Transmission Main	Utility Rates-IC	$400,000	$3,000,000	$4,000,000	$0	$0	$0	$7,400,000
		Total	$400,000	$3,000,000	$4,000,000	$0	$0	$0	$7,400,000
	Latah from Westwood Lane to Chestnut and 23rd Ave	Utility Rates-IC	$0	$300,000	$4,000,000	$3,000,000	$0	$0	$7,300,000
		Total	$0	$300,000	$4,000,000	$3,000,000	$0	$0	$7,300,000
	Main Ave, Monroe St to Browne St	Utility Rates-IC	$0	$0	$0	$150,000	$1,500,000	$0	$1,650,000
		Total	$0	$0	$0	$150,000	$1,500,000	$0	$1,650,000
	Mallon Avenue, Monroe to Howard Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$30,000	$500,000	$530,000
		Total	$0	$0	$0	$0	$30,000	$500,000	$530,000
	Maple Street Main Distribution - Dean Ave to Broadway Ave	Utility Funds-IC	$200,000	$0	$0	$0	$0	$0	$200,000
		Total	$200,000	$0	$0	$0	$0	$0	$200,000
	Mission Ave Main Distribution - Napa Street to Greene Street	Utility Funds-IC	$100,000	$0	$0	$0	$0	$0	$100,000
		Total	$100,000	$0	$0	$0	$0	$0	$100,000
	Napa Distribution Replacement (2nd to Sprague)	Utility Rates-IC	$0	$0	$30,000	$300,000	$0	$0	$330,000
		Total	$0	$0	$30,000	$300,000	$0	$0	$330,000
	North Hill Transmission Phase 1 from Kathleen and Indian	Utility Rates - Water	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
		Total	$0	$0	$0	$500,000	$3,000,000	$2,000,000	$5,500,000
	NSC - Havana Water Impacts	Utility Rates-IC	$2,500,000	$0	$0	$0	$0	$0	$2,500,000
		Total	$2,500,000	$0	$0	$0	$0	$0	$2,500,000
	NSC - I-90 Water Crossings	WSDOT - Grant	$3,200,000	$800,000	$0	$0	$0	$0	$4,000,000
		Total	$3,200,000	$800,000	$0	$0	$0	$0	$4,000,000
	NSC - I-90 Water Utility Impacts	Grant-WSDOT	$200,000	$0	$0	$0	$0	$0	$200,000
		Total	$200,000	$0	$0	$0	$0	$0	$200,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
	NSC Planning from Interstate 90 to Sprague Avenue	Grant-WSDOT	$5,000	$5,000	$0	$0	$0	$0	$10,000
		Total	$5,000	$5,000	$0	$0	$0	$0	$10,000
	Palouse/Freya Roundabout	Utility Rates-IC	$250,000	$250,000	$0	$0	$0	$0	$500,000
		Total	$250,000	$250,000	$0	$0	$0	$0	$500,000
	Ray St., 17th to 11th Ave, Main Replacement	Utility Rates-IC	$0	$2,500,000	$1,000,000	$0	$0	$0	$3,500,000
		Total	$0	$2,500,000	$1,000,000	$0	$0	$0	$3,500,000
	Riverside Ave, Monroe St to Wall St.	Utility Rates-IC	$100,000	$0	$0	$0	$0	$0	$100,000
		Total	$100,000	$0	$0	$0	$0	$0	$100,000
	Riverside Distribution Improvements with CSO Project	Utility Rates-IC	$0	$400,000	$500,000	$0	$0	$0	$900,000
		Total	$0	$400,000	$500,000	$0	$0	$0	$900,000
	Spokane Falls Blvd, Post to Division Street Main	Utility Rates-IC	$60,000	$1,500,000	$700,000	$0	$0	$0	$2,260,000
		Total	$60,000	$1,500,000	$700,000	$0	$0	$0	$2,260,000
	Spotted Booster Station to Thorpe in 47th Ave	Utility Rates-IC	$150,000	$200,000	$3,000,000	$0	$0	$0	$3,350,000
		Total	$150,000	$200,000	$3,000,000	$0	$0	$0	$3,350,000
	Sprague Ave from Post St to Division St Transmission Main	Utility Rates-IC	$0	$0	$200,000	$1,000,000	$1,000,000	$0	$2,200,000
		Total	$0	$0	$200,000	$1,000,000	$1,000,000	$0	$2,200,000
	Sprague Ave Main Distribution - Lacey Street to Freya Street	Utility Funds-IC	$1,500,000	$0	$0	$0	$0	$0	$1,500,000
		Total	$1,500,000	$0	$0	$0	$0	$0	$1,500,000
	Sterling Heights Distribution Extension for PFAS Mitigation	Grant-DWSRF	$500,000	$3,000,000	$3,000,000	$2,000,000	$0	$0	$8,500,000
		Total	$500,000	$3,000,000	$3,000,000	$2,000,000	$0	$0	$8,500,000
	Sunset/Royal Distribution Extension for PFAS Mitigation	Grant-DWSRF	$1,000,000	$3,200,000	$0	$0	$0	$0	$4,200,000
		Total	$1,000,000	$3,200,000	$0	$0	$0	$0	$4,200,000
	Water Model Calibration	Utility Funds-IC	$250,000	$0	$0	$0	$0	$0	$250,000
		Total	$250,000	$0	$0	$0	$0	$0	$250,000
	West Plains New Water Service to Private (PFAS)	Utility Rates-IC	$100,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
		Total	$100,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
	Westbow Trans Main - Thomas Mallen Rd to Spotted Rd	IC-Rates	$0	$0	$0	$0	$500,000	$6,000,000	$6,500,000
		Total	$0	$0	$0	$0	$500,000	$6,000,000	$6,500,000
	Whistalks Way Transmission Main Replacement	Utility Rates-IC	$0	$0	$0	$0	$0	$100,000	$100,000
		Total	$0	$0	$0	$0	$0	$100,000	$100,000
	Total		$22,165,000	$25,905,000	$33,315,000	$24,025,000	$19,230,000	$14,260,000	$138,900,000
Water Maintenance	Belt Booster Station Rehab	Utility Rates-Water	$0	$0	$0	$0	$100,000	$5,000,000	$5,100,000
		Total	$0	$0	$0	$0	$100,000	$5,000,000	$5,100,000
	Distribution System Monitoring	Utility Rates - Water	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
		Total	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$900,000
	Electric Vehicles (EV) Charging Station Development	Commerce Grant	$0	$0	$0	$0	$0	$0	$0
		Utility Rates - Water	$1,000,000	$0	$0	$0	$0	$0	$1,000,000
		Total	$1,000,000	$0	$0	$0	$0	$0	$1,000,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Maintenance	Electrical Upgrades	Utility Rates - Water	$120,000	$100,000	$0	$0	$0	$0	$220,000
		Total	$120,000	$100,000	$0	$0	$0	$0	$220,000
	FERC Part 12-D	Utility Rates-Water	$150,000	$250,000	$750,000	$100,000	$0	$0	$1,250,000
		Total	$150,000	$250,000	$750,000	$100,000	$0	$0	$1,250,000
	Fire Storage System Upgrades	Utility Rates IC	$150,000	$150,000	$0	$0	$0	$0	$300,000
		Total	$150,000	$150,000	$0	$0	$0	$0	$300,000
	Metering	Utility Rates - Water	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$15,000,000
		Total	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$15,000,000
	Onsite Chlorine Generation	Utility Rates-Water	$600,000	$600,000	$0	$0	$0	$0	$1,200,000
		Total	$600,000	$600,000	$0	$0	$0	$0	$1,200,000
	Parkwater Pump and Motor Replacements	Utility Rates - Water	$500,000	$0	$1,000,000	$500,000	$0	$0	$2,000,000
		Total	$500,000	$0	$1,000,000	$500,000	$0	$0	$2,000,000
	Part 12 D Recommended Improvement	USACE Loan	$2,950,271	$2,950,271	$0	$0	$0	$0	$5,900,542
		Utility Rates - Water	$275,568	$275,568	$0	$0	$0	$0	$551,136
		Total	$3,225,839	$3,225,839	$0	$0	$0	$0	$6,451,678
	PFAS Emergency Action	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Rebuild Generators #2 and #3 in Powerhouse #1	Utility Rates - Water	$3,500,000	$3,500,000	$0	$0	$0	$0	$7,000,000
		Total	$3,500,000	$3,500,000	$0	$0	$0	$0	$7,000,000
	Rebuild Generators #4 and #5 in Powerhouse #2	Utility Rates - Water	$0	$0	$3,200,000	$3,200,000	$0	$0	$6,400,000
		Total	$0	$0	$3,200,000	$3,200,000	$0	$0	$6,400,000
	Rezatec Pipe Condition Assessment	Utility Rates -IC	$150,000	$150,000	$0	$0	$0	$0	$300,000
		Total	$150,000	$150,000	$0	$0	$0	$0	$300,000
	SCADA System	Utility Rates - Water	$550,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,800,000
		Total	$550,000	$250,000	$250,000	$250,000	$250,000	$250,000	$1,800,000
	Seepage Mitigation	USACE Loan	$2,685,021	$2,685,021	$0	$0	$0	$0	$5,370,042
		Utility Rates - Water	$671,256	$671,256	$0	$0	$0	$0	$1,342,512
		Total	$3,356,277	$3,356,277	$0	$0	$0	$0	$6,712,554
	Station Building Repair	Utility Rates - Water	$250,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,000,000
		Total	$250,000	$150,000	$150,000	$150,000	$150,000	$150,000	$1,000,000
	Street Projects Water Rehabilitation/Replacement	Utility Rates - Water	$1,000,000	$1,000,000	$0	$0	$0	$0	$2,000,000
		Total	$1,000,000	$1,000,000	$0	$0	$0	$0	$2,000,000
	Tank Rehabilitation Fund	Utility Rates - Water	$675,000	$2,000,000	$0	$100,000	$1,500,000	$0	$4,275,000
		Total	$675,000	$2,000,000	$0	$100,000	$1,500,000	$0	$4,275,000
	Upriver - Powerhouse 1 & 2 Concrete Repair	Utility Rates - Water	$250,000	$0	$0	$0	$0	$0	$250,000
		Total	$250,000	$0	$0	$0	$0	$0	$250,000
	Upriver - Spillway Fence Extension	Utility Rates - Water	$65,000	$0	$0	$0	$0	$0	$65,000
		Total	$65,000	$0	$0	$0	$0	$0	$65,000

2027-2032 6-Year CIP Projects

Project Type	Project Title	Funding Source	2027	2028	2029	2030	2031	2032	6 Year Total
Water Maintenance	Upriver Dam FERC Relicensing	Water Rates - Water	$512,000	$861,000	$1,100,000	$400,000	$500,000	$250,000	$3,623,000
		Total	$512,000	$861,000	$1,100,000	$400,000	$500,000	$250,000	$3,623,000
	Upriver Dam Spillway Gate Replacement	USACE Loan	$4,000,000	$4,000,000	$4,000,000	$4,000,000	$0	$0	$16,000,000
		Utility Rates - Water	$579,550	$579,550	$579,550	$579,550	$0	$0	$2,318,200
		Total	$4,579,550	$4,579,550	$4,579,550	$4,579,550	$0	$0	$18,318,200
	Water Distribution Main Resiliency & Water Quality	Utility Rates - Water	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$3,000,000
		Total	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$3,000,000
	Water Distribution System District Metering and Pressure	Utility Rates - Water	$0	$0	$200,000	$200,000	$0	$0	$400,000
		Total	$0	$0	$200,000	$200,000	$0	$0	$400,000
	Water Facilities Backup Power Retrofit	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Water Infrastructure Optimization	Utility Rates - Water	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
		Total	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$600,000
	Water Resource Plan	Utility Rates-IC	$100,000	$200,000	$200,000	$0	$0	$0	$500,000
		Total	$100,000	$200,000	$200,000	$0	$0	$0	$500,000
	Water Service Replacement Program	Utility Rates - Water	$120,000	$120,000	$120,000	$120,000	$150,000	$150,000	$780,000
		Total	$120,000	$120,000	$120,000	$120,000	$150,000	$150,000	$780,000
	Total		$24,303,666	$23,942,666	$14,999,550	$13,049,550	$6,100,000	$9,250,000	$91,645,432
Total			$68,473,666	$69,771,666	$60,509,550	$46,564,550	$35,900,000	$42,830,000	**$324,049,432**

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/6/2026		
Clerk's File #	ORD C36965		
Cross Ref #			
Project #			
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	TAMI 6157	**Requisition #**	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DSC FEE AMENDMENTS		

Agenda Wording

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code.

Summary (Background)

City Council approved the new fee schedules for the DSC on December 9, 2024 that included an annual CPI increase. This year, and moving forward, Development Fees will be adopted by Public Rule.

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**
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	PALMQUIST, TAMI		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	tpalmquist@spokanecity.org
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ORDINANCE NO C36965

An Ordinance relating to fees and charges and amending sections of Chapter 08.02 of the Spokane Municipal Code.

WHEREAS, the City currently establishes and collects various development fees by incorporating them into the Spokane Municipal Code as a single amendment to Chapter 08.02; and

WHEREAS, once incorporated into the Spokane Municipal Code, any changes to the Development Fee Schedule can only be made by City Council action and a new ordinance; and

WHEREAS, the City recent adopted a process for City departments and divisions to adopt a public rule that is binding on the general public, which process may be better suited to making changes to the Development Fee Schedule than changes made by ordinance; and

WHEREAS, the City Council wishes to revise the existing Spokane Municipal Code to allow for adoption of a Development Fee Schedule by public rule;

NOW THEREFORE, the City of Spokane does hereby ordain:

Section 1. That Article I, Section 08.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.010 General Provisions

A. The City, by its fees, attempts to further the following principles:

1. Fees charged in connection with programs regulatory of private activities in the exercise of the police power shall be reasonably related to the costs and expenses of administering and enforcing the program.

2. While regulatory programs under the police power promote the general welfare of the community as a whole, the costs should, so far as reasonably possible, be borne by the persons whose activities voluntarily undertaken create the need for regulations.

3. Charges for municipal utility services should be designed to enable the utility to be self-supporting so that it operates neither at a loss requiring subsidy by the general fund, nor at a profit inuring to the benefit of the general fund. Rates should be based upon reasonable differences, including cost of service;

location of customers; cost of maintenance, operation, repair and replacement of the various parts of the system; character of service furnished; quantity and quality of service; time of use; and capital contributions made to the system by way of assessments or otherwise.

4. Some charge should be made whenever the City allows private use of public facilities or forbears collection of money owed in recognition of the premise that the City holds its moneys and property as a public trustee.

5. When a person undertakes a renovation project of a building in the central business district which involves a building that is listed on the Spokane Register as an historic building, and when a project seeks to preserve and restore the historic value and character of said building; when the City further finds that the project confers a benefit of reasonably general character to a significant part of the public, the City may waive all of the street obstruction permit fees for the project. A person may appeal the City's determination of a denial of the permit waiver to the hearing examiner.

B. Definitions.

For purposes of Chapter 08.02, the following terms shall have the meaning set forth herein unless a different meaning is expressly provided in the sections of this Chapter

1. "Amusement device" means a machine or device which provides recreation or entertainment, the outcome of which is determined to a material degree by the skill of the participant and for which a charge is made for use or play, including, without limitation, pool and billiard tables, shuffleboards, music machines, video games, pinball games, and riding devices; provided, however, that it does not mean or include any machine or device used exclusively for the vending of merchandise.

2. "Central business district" means properties located east of Cedar Street, west of Pine Street, north of Third Avenue, and south of the Spokane River.

3. "Entertainment facility" means any place of public accommodation in which amusement devices are offered or available for use or play, or in which music, dancing, or entertainment are offered or available and including teen clubs and all-ages venues.

4. "Development Fee Schedule" means that schedule of fees <u>incorporating development fees set forth in Section 08.02.012 and</u> updated annually ((~~by resolution pursuant to Section 08.02.012~~)) <u>via a Public Rule adopted pursuant to Chapter 3.14.</u>

Section 2. That Article I, Section 08.02.012 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.012 Development Periodic Fee Adjustment

A. Effective January 1, 2026, and the first January of each year thereafter, the development fees listed in Section 08.02.0220 Sidewalk Cafes, Section 08.02.0235 Parklets and Streateries, Section 08.02.030 Boiler Code, Section 08.02.031 Building Code, Section 08.02.032 Electrical Code, Section 08.02.033 Elevator Code, Section 08.02.035 Mechanical Code, Section 08.02.036 Plumbing Code, Section 08.02.037 Sewer Code, Section 08.02.0371 Water Code, Section 08.02.038 Shorelines Management, Section 08.02.039 Special Inspections and Other Fees, Section 08.02.060 Building Code, Section 08.02.061 Environmental Policy, Section 08.02.064 Plats, Section 08.02.065 Streets and Airspace, Section 08.02.0655 Private Construction Plan Review and Inspection, Section 08.02.066 Zoning, Section 08.02.0665 Design Review, Section 08.02.067 Existing Building and Conservation Code, Section 08.02.069 Comprehensive Plan and Land Use Code Amendments, Section 08.02.0696 Concurrency Inquiry Application Fee, Section 08.02.087 Appeals, Section 08.02.089 Special Permits For Oversize Or Overweight Movements, Section 08.02.0204 Building Contractors and Workers shall be adjusted by the City of Spokane Building Official for an amount equal to the Consumer Price Index for West Urban Consumers (CPI) adjustment for the previous July-to-July U.S. All City Average (CPI-U and CPI-W). The adjusted fees shall include an upper limit based on the average CPI rate over the past three years. The newly determined amount shall be rounded up to the nearest dollar and shall not exceed the calculated upper limit "average percentage". In addition, the adjusted fees shall be presented to the city council for approval <u>via a Public Rule adopted pursuant to Chapter 3.14,</u> and a copy of the approved fees filed with the city clerk and city building official before becoming effective.

B. Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.

C. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Section 3. That Article III, Section 08.02.0371 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0371 Water Code

((~~The fee for a water tapping permit application is sixty-five dollars. The fee for a water meter application fee is sixty-five dollars, except if these two applications are made together, only one sixty-five dollar fee is assessed.~~)) <u>Application processing fees for water taps and meters shall be assessed in accordance with the Development Fee Schedule.</u>

Section 4. That Article VI, Section 8.02.0655 of the Spokane Municipal code is amended to read as follows:

Section 08.02.0655 Private Construction Plan Review and Inspection

A. Except for stormwater systems, the charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction plan review are an amount based on the value of the work, as shown in the ((~~following~~))Private Construction Plan Review Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK~~

~~(in dollars)~~	~~FEE (in dollars)~~
~~1 - 10,000~~	~~300~~
~~10,001 - 50,000~~	~~300 plus 15 for each 1,000 over 10,000~~
~~50,001 - 100,000~~	~~900 plus 13 for each 1,000 over 50,000~~
~~100,001 - 500,000~~	~~1,550 plus 10.50 for each 1,000 over 100,000~~
~~500,001 - 1,000,000~~	~~5,750 plus 9.50 for each 1,000 over 500,000~~
~~Over 1,000,000~~	~~10,500 plus 8.75 for each 1,000 over 1,000,000~~))

B. The fee for additional review required by excessive changes, additions or revisions is billed at the City of Spokane hourly rate found in the Development Fee Schedule.

C. ((~~For p~~))Plan review fees for((~~of~~)) on-site sewer and water systems that are not associated with a City building permit (i.e. projects located outside the City limits but within the City's sewer and/or water service area) ((~~the review fees~~)) are((~~:~~)) provided in the Development Fee Schedule.((

~~1. Two hundred fifty dollars for review of an on-site water system; and~~
~~2. Two hundred fifty dollars for review of an on-site sanitary sewer system.~~))

D. Stormwater Review Fees are provided in the Development Fee Schedule based on "standard" and "complex" systems as identified within this subsection.

1. Standard Stormwater Systems.

   Stormwater systems with simple analysis using rational method with all drainage disposed of using swales and drywells only; complexity of analysis limited to use of bowstring calculation of individual swales with outflow limited to drywells (i.e., no routing analysis); no off-site drainage entering or exiting the site.((

   ~~a. Less than ten lots: Four hundred dollars plus ten dollars per lot.~~
   ~~b. Between ten lots and one hundred lots: Five hundred dollars plus ten dollars per lot.~~

~~c. Greater than one hundred lots: Seven hundred fifty dollars plus ten dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Two hundred fifty dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. Five hundred dollars for review of an on-site system for a project site greater than two acres.~~))

2. Complex Stormwater Systems.

Stormwater systems requiring complex routing and analysis, or situated on slopes ten percent or greater, or receiving off-site drainage.((

~~a. Less than ten lots: Five hundred dollars plus ten dollars per lot.~~
~~b. Between ten lots and one hundred lots: Seven hundred fifty dollars plus fifteen dollars per lot.~~
~~c. Greater than one hundred lots: One thousand dollars plus fifteen dollars per lot.~~
~~d. For plan review of on-site stormwater systems not associated with a City building permit the review fees are:~~
~~i. Five hundred dollars for review of an on-site system for a project site two acres or less; and~~
~~ii. One thousand dollars for review of an on-site system for a project site greater than two acres.~~))

3. Storm Sewers.

Review fees for public or private storm sewers to be constructed in easements or City street rights-of-way are determined in accordance with ((~~subsection (A)(1) of this section~~)) the job value fee portion of the Private Construction Plan Review Fee Table in the Development Fee Schedule.

4. Waivers or Variances.

Additional charge for requested variances or waivers for inadequate “208” swale volumes or nonstandard drainage facilities or special conditions will be billed at the City of Spokane hourly rate found in the Development Fee Schedule.

E. The plan review fee for a site development permit is ((~~two hundred fifty dollars~~)) provided in the Development Fee Schedule.

F. The review fee for a traffic impact analysis is ((~~two hundred dollars~~)) set forth in the Development Fee Schedule.

G. The hydraulic analysis review fee ((~~of five hundred eighty-five dollars~~)) set forth in the Development Fee Schedule shall be paid to the ((~~w~~))Water and ((~~h~~))Hydroelectric ((~~d~~))Department((~~ for review of a hydraulic analysis~~)).

H. The charges collected by ((~~the department of engineering~~)) Development S((~~s~~))ervices for private construction inspection are an amount based on the value of the work, as shown in the ((~~following~~)) Private Construction Inspection Fee T((~~t~~))able((~~:~~)) within the Development Fee Schedule.

((~~VALUE OF WORK (in dollars) FEE (in dollars)~~

~~1 - 5,000~~	~~500~~
~~5,001 - 10,000~~	~~1,000~~
~~10,001 - 50,000~~	~~1,000 plus 25 for each 1,000 over 10,000~~
~~50,001 - 100,000~~	~~2,000 plus 20 for each 1,000 over 50,000~~
~~100,001 - 500,000~~	~~3,000 plus 15 for each 1,000 over 100,000~~
~~500,001 - 1,000,000~~	~~9,000 plus 10 for each 1,000 over 500,000~~
~~Over 1,000,000~~	~~14,000 plus 5 for each 1,000 over 1,000,000~~))

I. Non-typical specialty projects (unusual projects involving specific conditions not typically encountered) will be billed on an hourly basis. The customer may request a written estimate in advance. When the director determines hourly billing should apply, such billings will include hours for the work, additional inspections and overtime inspection at the rates provided in the Development Fee Schedule.

Section 5: 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.

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

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: PIES **Date:** 10/13/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2026

Date Rec'd	10/7/2026		
Clerk's File #	ORD C36966		
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)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	LOCAL IMPROVEMENT DISTRICT CODE UPDATE		

Agenda Wording

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

Summary (Background)

A local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines. The City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district. The procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts. This ordinance eliminates barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

What impacts would the proposal have on historically excluded communities?

N/A - This ordinance updates the City's local improvement district formation procedures.

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

N/A - This ordinance updates the City's local improvement district formation procedures.

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?

This ordinance aligns with RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56.

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	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36966

An ordinance streamlining the City's administrative procedures for the formation of Local Improvement Districts; repealing Chapter 07.05; adopting a new Chapter 07.05A of the Spokane Municipal Code.

WHEREAS, a local improvement district is a geographical area formed by a group of property owners who partner together to finance design and construction of capital improvements such as sidewalks, crosswalks, street pavement, and utility lines; and

WHEREAS, the City of Spokane has not had a local improvement district formed for many years due to several factors including the lack of City matching funds and the complexity of forming a local improvement district; and

WHEREAS, the procedures for forming local improvement districts are established in state law, but the Spokane Municipal Code adds additional administrative requirements that create additional barriers to the formation of local improvement districts; and

WHEREAS, the City seeks to eliminate barriers to the creation of local improvement districts by utilizing the formation procedures provided under state law and removing unnecessary requirements established in the municipal code.

NOW, THEREFORE, the City of Spokane does ordain

Section 1. That Chapter 07.05 of the Spokane Municipal Code is hereby repealed.

Section 2. That there is adopted a new Chapter 07.05A of the Spokane Municipal Code to read as follows:

Chapter 07.05A Local Improvement Districts

07.05A.005 Purpose
07.05A.100 Revised Code of Washington Adopted by Reference
07.05A.110 Hearings by the Hearing Examiner
07.05A.120 Rules and Procedures

Section 07.05A.005 Purpose

A. The purpose of local improvement districts is to fund needed capital improvements such as sidewalk construction and repair, street lights, street and alley paving, and other capital improvements consistent with RCW 35.43.040.

B. Per RCW 35.43.120, local improvement districts may be initiated upon a petition signed by the owners of property aggregating a majority or more of the area within

the proposed district, provided the City may deny the creation of the local improvement district when the project is considered a substantial risk to the City.

C. Per RCW 35.43.130 and RCW 35.43.140, the City Council may adopt a resolution by majority vote to initiate proceedings for the formation of a local improvement district.

Section 07.05A.100 Revised Code of Washington Adopted by Reference

RCW Chapters 35.43, 35.44, 35.45, 35.47, 35.48, 35.49, 35.50, 35.53, 35.54, 35.55 and 35.56 RCW, and all subsequent amendments thereto are adopted and made a part of this chapter by reference as if set out fully in this chapter.

Section 07.05A.110 Hearings by the Hearing Examiner

The authority and responsibility of the City Council as legislative authority to hold hearings for the establishment and assessment of local improvement districts, as provided in RCW 35.43.140 and RCW 35.44.070, may be delegated to the Hearing Examiner by City Council resolution.

Section 07.05A.120 Rules and Procedures

The City may develop program policies and procedures implementing this chapter consistent with state law. Any public rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/28/2026

Date Rec'd	5/5/2026
Clerk's File #	OPR 2026-0869
Cross Ref #	
Project #	2018052
Bid #	
Requisition #	CR28990

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Engineer Construction Contract
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** YES
Agenda Item Name	LOW BID AWARD - CSO 34 I-90 STORMWATER SEPARATION PROJECT

Agenda Wording

Low Bid of Liberty Northwest Construction of Coeur d'Alene, Idaho for I-90 Stormwater Separation Project 2018052 for $2,148,166.61. An administrative reserve of 10% of the contract will be set aside. (East Central Neighborhood Council)

Summary (Background)

This 85% grant funded project will separate and treat I-90 runoff which is currently routed into the city's combined sewer system. This project will reroute stormwater runoff from I-90 which currently goes to the combined sewer system to a separate below ground treatment and disposal system. This project will help CSO 34's near capacity storage system by removing/rerouting stormwater away from the CSO tank. The project location is vacant parcel just NW of the Fred Meyer on Thor/3rd. On September 29, 2026, bids were opened for the above project. The low bid was from Liberty Northwest Construction in the amount of $2,148,166.61, which is $1,955,730.81 or 48% below the Engineer's Estimate of $4,103,897.42. Four other bids were received as follows: Halme Construction - $2,345,314.00, Corridor Contractors - $2,417,537.75, Selland Construction - $2,897,160.00 and Inland Infrastructure - $2,897,500.00.

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	$ 2,148,166.61
Current Year Cost	$ 2,148,166.61
Subsequent Year(s) Cost	$

Narrative

Mostly grant funded project.

Amount		Budget Account
Expense	$ 2,148,166.61	# 4250 98817 94310 56592 14428
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	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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mvallen@spokanecity.org	pyoung@spokanecity.org

City Clerk's No. OPR 2026-0869
Engineering No. 2018052

City of Spokane

PUBLIC WORKS CONTRACT

Title: CSO BASIN 34 (I-90) STORMWATER MITIGATION/SEPARATION FACILITY

This Contract is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **LIBERTY NORTHWEST CONSTRUCTION**, whose address is 3448 North Huetter Road, Coeur d'Alene, Idaho 83814 (the "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 **CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility**.

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 2026, 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. 2018052 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 $2,148,166.61, which are taxed as noted in Section 7.

7. **TAXES**. Bid items in Schedule A-1 shall not 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 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor'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 Contract, 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 Contract.

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 Contract 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. **OFF SITE PREFABRICATED ITEMS**. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. **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.

31. **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.

32. **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.

LIBERTY NORTHWEST 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
Schedule A-1

26-268

PAYMENT BOND

We, **LIBERTY NORTHWEST CONSTRUCTION,** as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SIXTY-SIX AND 61/100 DOLLARS ($2,148,166.61)**, plus tax if applicable, 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 **CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility**. 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 _____.

LIBERTY NORTHWEST CONSTRUCTION,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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, **LIBERTY NORTHWEST CONSTRUCTION,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SIXTY-SIX AND 61/100 DOLLARS ($2,148,166.61)**, plus tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility**. 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 _____

LIBERTY NORTHWEST 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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

SCHEDULE A-1

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	$	5,858.00	$	5,858.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	539.00	$	539.00
4	POTHOLING	5.00 EA	$	677.00	$	3,385.00
5	MOBILIZATION	1.00 LS	$	79,390.00	$	79,390.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	2,877.00	$	2,877.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	13,520.00	$	13,520.00
8	WORK ZONE SAFETY CONTINGENCY	1.00 FA	$	1,000.00	$	1,000.00
9	CLEARING AND GRUBBING	1.00 LS	$	3,895.00	$	3,895.00
10	REMOVE TREE, CLASS III	1.00 EA	$	763.00	$	763.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	$	4,292.00	$	4,292.00
12	REMOVE EXISTING CURB	140.00 LF	$	8.00	$	1,120.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66.00 SY	$	14.00	$	924.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115.00 LF	$	9.50	$	1,092.50

15	SAWCUTTING CURB	2.00 EA	$	41.00	$	82.00
16	SAWCUTTING RIGID PAVEMENT	10.00 LFI	$	4.50	$	45.00
17	SAWCUTTING FLEXIBLE PAVEMENT	500.00 LFI	$	3.00	$	1,500.00
18	ROADWAY EXCAVATION INCL. HAUL	50.00 CY	$	20.00	$	1,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	26.00	$	260.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	$	83.00	$	830.00
21	GRADING AND SHAPING	1.00 LS	$	2,654.00	$	2,654.00
22	PREPARATION OF UNTREATED ROADWAY	250.00 SY	$	6.50	$	1,625.00
23	SHORING	1.00 LS	$	29,290.00	$	29,290.00
24	CONTROLLED DENSITY FILL	20.00 CY	$	240.00	$	4,800.00
25	CRUSHED SURFACING TOP COURSE	220.00 CY	$	53.00	$	11,660.00
26	CSTC FOR SIDEWALK, 2 INCH THICK	36.00 SY	$	52.00	$	1,872.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80.00 SY	$	11.00	$	880.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1.00 CY	$	22.00	$	22.00
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250.00 SY	$	42.00	$	10,500.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25.00 SY	$	103.00	$	2,575.00

31	SOIL RESIDUAL HERBICIDE	250.00 SY	$	3.00	$	750.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25.00 SY	$	17.00	$	425.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	$	(1.00)	$	(1.00)
34	PRECAST UTILITY VAULT 8'X10'	1.00 EA	$	66,960.00	$	66,960.00
35	STORM SEWER PIPE 8 IN. DIA.	220.00 LF	$	245.00	$	53,900.00
36	STORM SEWER PIPE 10 IN. DIA.	20.00 LF	$	267.00	$	5,340.00
37	STORM SEWER PIPE 12 IN. DIA.	100.00 LF	$	250.00	$	25,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40.00 LF	$	399.00	$	15,960.00
39	MANHOLE- 48 IN.	4.00 EA	$	9,974.00	$	39,896.00
40	MANHOLE - 120 IN.	1.00 EA	$	127,621.00	$	127,621.00
41	MANHOLE - 96 IN. DOGHOUSE	1.00 EA	$	46,097.00	$	46,097.00
42	CATCH BASIN TYPE 1	5.00 EA	$	4,546.00	$	22,730.00
43	DRYWELL TYPE 2	4.00 EA	$	9,319.00	$	37,276.00
44	MODULAR WETLAND SYSTEM	4.00 EA	$	243,137.00	$	972,548.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	$	191.00	$	382.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	$	26.00	$	520.00

47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	$	59.00	$	1,180.00
48	TRENCH SAFETY SYSTEM	1.00 LS	$	1,003.00	$	1,003.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1.00 LS	$	7,178.00	$	7,178.00
50	LIFT STATION CANOPY	1.00 LS	$	21,802.00	$	21,802.00
51	ESC LEAD	1.00 LS	$	697.00	$	697.00
52	INLET PROTECTION	4.00 EA	$	127.00	$	508.00
53	STABILIZED CONSTRUCTION ENTRANCE	167.00 SY	$	8.50	$	1,419.50
54	STREET CLEANING	50.00 HR	$	282.00	$	14,100.00
55	SILT FENCE	500.00 LF	$	5.00	$	2,500.00
56	WATTLE	5.00 LF	$	12.00	$	60.00
57	TEMPORARY SEEDING	250.00 SY	$	8.00	$	2,000.00
58	ROCK MULCH	2.00 CY	$	177.00	$	354.00
59	HYDROSEEDING	250.00 SY	$	8.00	$	2,000.00
60	CEMENT CONCRETE CURB	31.00 LF	$	39.00	$	1,209.00
61	CEMENT CONCRETE DRIVEWAY	80.00 SY	$	84.00	$	6,720.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2.00 SY	$	145.00	$	290.00

63	CHAIN LINK FENCE - 6 FT. TALL	60.00 LF	$	88.16	$	5,289.60
64	DOUBLE 12 FT CHAIN LINK GATE	1.00 EA	$	4,600.01	$	4,600.01
65	TEMPORARY CONSTRUCTION FENCING	1.00 LS	$	1,875.00	$	1,875.00
66	CEMENT CONCRETE SIDEWALK	33.00 SY	$	71.00	$	2,343.00
67	PUMPING SYSTEM	1.00 LS	$	180,913.00	$	180,913.00
68	PUMPS & SYSTEM STARTUP & TESTING	1.00 LS	$	1,955.00	$	1,955.00
69	GENERAL ELECTRICAL AND LIGHTING	1.00 LS	$	267,633.00	$	267,633.00
70	FORCE MAIN PIPING	1.00 LS	$	16,882.00	$	16,882.00
				Schedule A-1 Subtotal	$	2,148,166.61
Summary of Bid Items				***Bid Total***	$	2,148,166.61

LARIINC-01 GHAYES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2026

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	CONTACT NAME: Cara Longinotti
Spokane Office Marsh Agency, LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No): E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Pennsylvania Manufacturers Indemnity Company	41424
INSURER C : Berkley Assurance Company	39462
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Liberty Concrete, LLC dba Liberty Northwest Construction
3448 N. Huetter Rd
Coeur d'Alene, ID 83814

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	MWZY 317575 26	5/31/2026	5/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	MWTB 317576 26	5/31/2026	5/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		602501-16-17-32-3	5/31/2026	5/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MWC 317574 26	5/31/2026	5/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Prof. Liab			PCXB-5031352-0526	5/31/2026	5/31/2027	Each Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: CSO Basin 34 (I-90) Stormwater Mitigation Separation Facility

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Certificate Disclaimer

Due to the evolving changes and updates in state legislation across the country, Marsh McLennan Agency Northwest will no longer be adding additional verbiage to the Description of Operations on a Certificate of Insurance. We will not add Additional Insured, Primary & Non-contributory or Waiver of Subrogation language. The only exception will be project or name(s), project number(s), project locations.

Instead, please see the attached endorsement copies that outline existing policy coverages. Coverage is determined by the policy, its terms and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured.

Thank you,

Marsh McLennan Agency Northwest

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Certificate Verbiage Statutes by State

1. Montana
    a. MCA 33-2-1403
    b. MT State Statute - Certificates of Insurance

2. Washington:
    a. WAC 284-30-355
    b. WA State Statute - Certificate of Insurance

3. Oregon:
    a. ORS 742.003
    b. OR State Statute - Certificates of Insurance

4. Idaho:
    a. 41-1850
    b. ID State Statute - Certificates of Insurance

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
The projects as specified in the written contracts or agreements

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III -** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT
DESIGNATED CONSTRUCTION PROJECT(S) AND DESIGNATED LOCATION(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

$ 50,000,000 **Ultimate General Aggregate Limit**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If endorsement(s) CG 25 03 - Designated Construction Project(s) General Aggregate Limit and/or endorsement CG 25 04 - Designated Location(s) General Aggregate Limit is (are) made a part of the policy, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary:

A. The Designated Construction Project General Aggregate Limit (CG 25 03) and Designated Location General Aggregate Limit (CG 25 04) are subject to the Ultimate General Aggregate Limit shown in the Schedule.

B. The Ultimate General Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages under the Designated Construction Project General Aggregate Limit and Designated Location General Aggregate Limit.

C. **SECTION III - LIMITS OF INSURANCE** provisions not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Where required by written contract or agreement	All projects of the named insured where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

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

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, 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:

1. Only applies to the extent permitted by law; and

2. 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.

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

C. 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:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Any premises or part thereof leased to you
Name Of Person(s) Or Organization(s) (Additional Insured): Any and all persons or organizations contractually requiring additional insured status as the manager or lessor of premises
Additional Premium: **$** Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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EARLIER NOTICE OF WHEN WE DO NOT RENEW (NONRENEWAL) PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the When We Do Not Renew (Nonrenewal) policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 5/31/2026

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations as required by contract or agreement

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I -** Covered Autos Coverages of the Auto Dealers Coverage Form.

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COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 05/31/2026

SCHEDULE

Scheduled Railroad	Designated Job Site
Where required by written contract or agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Liberty Concrete, LLC dba Liberty Northwest Construction

Endorsement Effective Date: 05/31/26

SCHEDULE

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB 317576 26 **Effective Date:** 05/31/26

Expiration Date: 05/31/27

Named Insured: Liberty Concrete, LLC dba Liberty Northwest Construction

Address: 17564 N. Dylan Court
Rathdrum, ID 83858

Additional Insured (Lessor):
As required by written contract

Address:

Designation Or Description Of "Leased Autos":

Leased Autos required by written contract

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Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	$2,000,000	**Each "Accident"**
Comprehensive	$See PCA 169	**Deductible For Each Covered "Leased Auto"**
Collision	$ See PCA 169	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	$	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: MWC 317574 26

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

SCHEDULE

BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE:

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event".

b. If a claim is made or suit is brought against any insured, you must:

(1) Immediately record the specifics of the claim or suit and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

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

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Paragraph **8. Other Insurance** of **SECTION III – CONDITIONS** is replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with, any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) With respect to any other insurance available to an additional insured, the insurance provided under this Coverage Part is excess only over the "underlying insurance" shown in the Declarations and is primary to, and will not seek contribution from, any other insurance available to the additional insured, provided that:

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

(b) You have agreed in writing in a contract or agreement that this insurance would be primary to, and not seek contribution from, any other insurance available to the additional insured; and

(c) The applicable "controlling underlying insurance" also provides such coverage on a primary and non-contributory basis for the additional insured, and only once the applicable limits of "underlying insurance" have been exhausted in the payment of judgments, settlements and other expenses as applicable.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

PERFORM

CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATICEXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer shown in the header of the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured.**

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENT

A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance,** provided that:

1. the **Protective Claim** arises out of:

   a. a negligent act, error or omission in the rendering of or failure to render **Professional Services;** or

   b. a **Pollution Condition** resulting from the performance of **Contractor Activities;**

   by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss;** and

4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity.**

B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim.**

C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and

2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period,** or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period,** provided that:

   a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage,** or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition,** which is:

      i. for **Bodily Injury,** the date of first exposure of any person to that **Pollution Condition;** or

      ii. for **Property Damage** or **Cleanup Costs,** the date the **Pollution Condition** first commenced; and

   b. if the date of the first exposure cannot be immediately determined to have been within this **Policy Period,** and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim),** and the **Bodily Injury, Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period,** the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim.** No more than one policy issued by us can be applicable to the **Pollution Claim;** and

   prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim.**

D. Cyber Liability

We will defend you against a **Cyber Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim.**

E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services, Media Activities** or **Information Technology Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim.**

F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim, Pollution Claim, Cyber Claim** or **Media and Personal Injury Claim** that would be covered under this Policy, but has not yet been made, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period;** and

2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period;** and

3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim;** and

4. before incurring any **Mitigation Cost,** you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding payment under this Policy on the reasonably expected covered **Claim,** and we provide our prior written consent for such **Mitigation Cost,** such consent not to be unreasonably withheld.

SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities,** rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period.**

C. Subpoena Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena

in a proceeding other than a **Claim** against you or a **Protective Claim,** that is both first served on you and reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities,** rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period.**

D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period.**

E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim,** at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period,** Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period,** but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities** or the expiration of the **Policy Period,** whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period.**

III. DEFENSE, SETTLEMENT AND COOPERATION

A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:

a. even if groundless or false;

b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss,** we shall have the right, but not the duty, to defend you against such **Claim.** You shall have the duty to investigate and defend such **Claims,** and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense.**

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of $25,000 per **Claim,** towards the costs of having you retain your own counsel to monitor the **Claim.** Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim.**

3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims;** and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim,** and to comply with our reporting and billing guidelines.

4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after all applicable Limits of Liability have been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

B. Settlement and Consent (Coverages B, C, D and E)

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** incurred up to the time we made our recommendation to you.

C. Settlement (Coverage A)

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim.**

2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

D. Proactive Resolution of Substantiated Protective Claim (Coverage A)

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance,** then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss:**

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim;**

2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim;**

3. we will assist you in negotiations with representatives for any **Recoverable Insurance;** and

4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the

refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim,** we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance.**

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VL of this Policy.

E. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.

2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim** or **Claim,** such that all such communications shall be protected by all applicable privileges and protections.

3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim** or **Claim,** or incur any **Claim Expense** or **Mitigation Cost,** for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense.** We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim** or **Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.

4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim** or **Claim,** including but not limited to rejecting or demanding arbitration.

IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

A. Advertising means material which promotes your products, services or business.

B. Bodily Injury means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.

C. Claim means **Professional Claim, Pollution Claim, Cyber Claim,** and **Media and Personal Injury Claim.**

D. Claim Expense means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this Policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim. Claim Expense** includes reasonable and necessary fees in defending such a **Claim,** for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.

E. **Cleanup Costs** means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; or for cleanup, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities. Cleanup Costs** also includes **Restoration Costs.**

F. **Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

G. **Contractor Activities** means:

1. any general construction, construction management, or environmental activity; or

2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed to deliver or transport such goods, materials, products, or waste; or

3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or

4. the use of a **Non-Owned Location.**

Contractor Activities also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

H. **Cyber Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach.**

I. **Cyber Security Breach** means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;

2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;

3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;

4. the destruction, deletion or corruption of your client's electronic data; or

5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:

   a. an individual, natural person's private **Content,** or

   b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insureds direct control.

J. **Damages** mean any amounts you are legally obligated to pay.

K. **Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.

L. **First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. **Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;

2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products;**

3. marketing of, selling of, licensing of and distribution of **Information Technology Products;**

4. storage of, warehousing of, mining of and processing of data by you;

5. managing, operating, administering and hosting **Information Technology Products** for your clients; or

6. activities performed on your website(s);

but shall not mean **Information Technology Products.**

O. **Insured** means:

1. the **Named Insured;** or

2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured,** of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or

3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured,** but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or

4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds;** or

5. with regard to Coverage C only, any client of the **Named Insured,** or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities;** or

6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or

7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured,** but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured;** or

8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured,** and for which the **Named Insured** is required to provide liability insurance under a written contract or

agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **First Party Claim** or **Claim** being made. However:

    a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and

    b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period,** whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

P. **Insured Contract** means:

1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract;** or

2. a sidetrack agreement; or

3. any easement or license agreement; or

4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

5. an elevator maintenance agreement; or

6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage,** or **Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

    a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

    b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

    For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract.**

Q. **Loss** means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.

R. **Media Activities** means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.

S. **Media and Personal Injury Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense.**

T. **Media and Personal Injury Offense** means:

1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;

2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark

or service mark;

3. act, error or omission regarding the **Content** of any **Media Communication,** including harm caused through any reliance or failure to rely upon such **Content;**

4. Misappropriation of trade secret;

5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;

6. Invasion or interference with the right to privacy or of publicity;

7. Misappropriation of any name or likeness for commercial advantage;

8. False arrest, detention or imprisonment or malicious prosecution; or

9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping.

U. Media Communications means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.

V. Media Material means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising,** but does not mean computer software or **Content.**

W. Mediation means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.

X. Mitigation Cost means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, provided such fees and direct costs are incurred prior to any **Claim.** In the event of a **Cyber Security Breach, Mitigation Costs** include costs we incur to engage a qualified firm on your behalf to:

1. investigate the **Cyber Security Breach;**

2. notify any parties affected by the **Cyber Security Breach;**

3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach;** and

4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach.**

Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense;** betterment; or the failure to prevent or detect faulty workmanship.

Y. Named Insured means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.

Z. Natural Resource Damage means physical injury to or destruction of (including the resulting loss of value) land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. Non-Owned Location means:

1. real property rented, leased or managed by you, including temporary job site offices, but only if such real property is utilized on a temporary basis for the storage of goods, materials, equipment, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities,** for a client; or

2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:

   a. the waste material is generated or removed while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities,** for a client; and

   b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured;** and

   c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

BB. Policy Period means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

CC. Pollution Claim means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities.**

DD. Pollution Condition means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

EE. Pollution Loss means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs.**

FF. Principal Personnel means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured.**

GG. Professional Claim means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services.**

HH. Professional Services means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or

2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or

3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or

4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling, remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or

5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

II. **Property Damage** means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage.**

JJ. **Protective Claim** means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services;** or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities.**

Protective Claim does not include a demand or proceeding for non-monetary or injunctive relief.

KK. **Protective Loss** means:

1. any amounts you are legally entitled to recover; or

2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity:**

1. due to a negligent act, error or omission in the rendering of **Professional Services;** or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition.**

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities.**

LL. **Recoverable Insurance** means the lesser of either Item 1. or 2. below:

1. all liability insurance applicable to the **Professional Services** or **Pollution Condition** from which the **Protective Claim** arises and providing such applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or

2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy that is applicable to the **Protective Claim,** such Limitation of Liability.

MM. **Responsible Entity** means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities.**

NN. **Restoration Costs** means the reasonable and necessary costs incurred by you, with our prior written

consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs. Restoration Costs** do not include costs associated with improvements or betterments.

00. Retroactive Date(s) means the date(s) set forth in Item 6. of the Declarations.

PP. Third Party Loss means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense.**

V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

A. any amounts incurred in connection with the making or prosecution of a **Protective Claim.** This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.

B. the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity,** respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity,** respectively, will be upon you.

C. any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services,** or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities,** or (4) **Information Technology Products.**

D. the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:

1. Coverages A or B; or
2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

E. any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.

F. any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.

G. liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract, agreement, warranty or guarantee. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of

others assumed under an **Insured Contract.** This Exclusion shall not apply to that portion of a contract that sets forth the **Insured's** participation in a legal entity that is insured under Definition 0.4. of this Policy.

H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.

I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.

J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim.**

K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured.** This Exclusion shall not apply to conduct by an entity for which the **Insured's** participation is insured under Definition 0.4. of this Policy.

L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured.** However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.

M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:

1. that wholly or partially owns, controls or operates you; or
2. in which you have an ownership interest in excess of twenty-five percent (25%); or
3. that is controlled or operated by you; or
4. in which you are an officer or director; or
5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services.**

O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.

P. any **Protective Loss** or **Pollution Loss** resulting from:

1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location;** or
2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location,** for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities.**

Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content,** including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.

R. any **Professional Services, Contractor Activities, Media Activities,** or **Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim,** or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. Limits of Liability

1. Limit of Liability Each **Claim** or **First Party Claim:** Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.

2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.

3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim,** if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount stated in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss,** though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim.**

Mediation Credit: If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation,** and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation,** your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of $25,000.

VII. MULTIPLE INSUREDS

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions,** or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

A. a single Each **Claim** or **First Party Claim** Limit of Liability; and

B. a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim,** whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims.**

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim.**

IX. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim)** or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount ofcoverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

B. Optional Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim)** or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your option to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

If purchased pursuant to the preceding paragraph, the Optional Extended Reporting Period shall commence upon the termination of the **Policy Period.** The Automatic Extended Reporting Period shall not apply after the termination of the Optional Extended Reporting Period. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim)** or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

X. REPORTING

A. Reporting a Claim or First Party Claim

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim,** you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim)** must be during the **Policy Period,** the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and

2. Promptly provide a copy of the **Claim** or **First Party Claim,** if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim,** the persons or entities making the **Claim** or **First Party Claim,** and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim;** and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period,** you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period,** provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss;**

then any **Claim** (except for a **Pollution Claim)** or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense,** will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period,** the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim,** against any of the following that is not a **Responsible Entity:** your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition 0.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance,** regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period.**

2. This Policy may only be cancelled by us for one or more of the following reasons:

   a. non-payment of premium; or

   b. a material misrepresentation or concealment of facts; or

   c. a material breach of any provision of this Policy.

   If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period,** the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

   The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period,** the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

months of the **Policy Period,** the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured.** Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.

4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity,** except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim,** we will have no duty to defend the **Claim;** if no such other insurance defends the **Claim,** we will have the right but not the duty to defend the **Claim.**

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured,** such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

O. Jurisdiction and Venue

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: LIBERTY CONCRETE LLC

Business name: LIBERTY CONCRETE LLC DBA LIBERTY NORTHWEST CONSTRUCTION

Entity type: Limited Liability Company

UBI #: 605-011-736

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905

Mailing address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905

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 dat	First issuance
Clarkston General Business - Non-Resident				Active	Dec-31-2027	Sep-10-2025
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Dec-23-2025
Millwood General Business - Non-Resident				Active	Dec-31-2026	Dec-31-2025
Pullman General Business - Non-Resident				Active	Dec-31-2026	Dec-19-2025
Spokane General Business - Non-Resident				Active	Dec-31-2026	Jan-09-2023

Endorsements held at this lo	License #	Count	Details	Status	Expiration dat	First issuance
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Jan-10-2023
Yakima General Business - Non-Resident				Active	Dec-31-2026	Dec-19-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LARIVIERE III, THOMAS	Manager

Registered Trade Names

Registered trade names	Status	First issued
LIBERTY CONCRETE LLC DBA LIBERTY NORTHWEST CONSTRUCTION	Active	Mar-20-2025
LIBERTY NORTHWEST CONSTRUCTION	Active	Apr-03-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/29/2026 2:56:46 PM

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City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number 2018052

Project Description CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility

Original Date 9/29/2026 12:03:00 PM

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (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 NOT be included in unit prices							
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	5,858.00	$5,858.00	5,561.00	$5,561.00	15,000.00	$15,000.00
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	600.00	600.00	539.00	$539.00	2,780.00	$2,780.00	500.00	$500.00
4	POTHOLING	5 EA	1,000.00	5,000.00	677.00	$3,385.00	587.00	$2,935.00	900.00	$4,500.00
5	MOBILIZATION	1 LS	338,853.92	338,853.92	79,390.00	$79,390.00	209,000.00	$209,000.00	235,000.00	$235,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	2,877.00	$2,877.00	5,561.00	$5,561.00	1,200.00	$1,200.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	13,520.00	$13,520.00	5,561.00	$5,561.00	6,000.00	$6,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	1,000.00	1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00
9	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	3,895.00	$3,895.00	10,091.00	$10,091.00	9,600.00	$9,600.00
10	REMOVE TREE, CLASS III	1 EA	6,000.00	6,000.00	763.00	$763.00	4,610.00	$4,610.00	2,500.00	$2,500.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	4,292.00	$4,292.00	3,524.00	$3,524.00	1,810.00	$1,810.00
12	REMOVE EXISTING CURB	140 LF	8.00	1,120.00	8.00	$1,120.00	6.00	$840.00	20.50	$2,870.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66 SY	16.00	1,056.00	14.00	$924.00	14.00	$924.00	38.50	$2,541.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115 LF	20.00	2,300.00	9.50	$1,092.50	19.00	$2,185.00	12.00	$1,380.00
15	SAWCUTTING CURB	2 EA	35.00	70.00	41.00	$82.00	111.00	$222.00	56.50	$113.00
16	SAWCUTTING RIGID PAVEMENT	10 LFI	2.00	20.00	4.50	$45.00	11.00	$110.00	11.25	$112.50
17	SAWCUTTING FLEXIBLE PAVEMENT	500 LFI	1.50	750.00	3.00	$1,500.00	2.00	$1,000.00	0.60	$300.00
18	ROADWAY EXCAVATION INCL. HAUL	50 CY	45.00	2,250.00	20.00	$1,000.00	38.00	$1,900.00	50.00	$2,500.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	26.00	$260.00	65.00	$650.00	75.00	$750.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	55.00	550.00	83.00	$830.00	78.00	$780.00	75.00	$750.00
21	GRADING AND SHAPING	1 LS	35,000.00	35,000.00	2,654.00	$2,654.00	4,237.00	$4,237.00	11,850.00	$11,850.00
22	PREPARATION OF UNTREATED ROADWAY	250 SY	2.00	500.00	6.50	$1,625.00	17.00	$4,250.00	19.25	$4,812.50
23	SHORING	1 LS	40,000.00	40,000.00	29,290.00	$29,290.00	49,330.00	$49,330.00	36,250.00	$36,250.00
24	CONTROLLED DENSITY FILL	20 CY	200.00	4,000.00	240.00	$4,800.00	260.00	$5,200.00	300.00	$6,000.00
25	CRUSHED SURFACING TOP COURSE	220 CY	80.00	17,600.00	53.00	$11,660.00	53.00	$11,660.00	55.50	$12,210.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
			Tax Classification					
Schedule 01			Sales tax shall NOT be included in unit prices					
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	20,000.00	$20,000.00	4,250.00	$4,250.00
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	600.00	600.00	1,250.00	$1,250.00	1,437.00	$1,437.00
4	POTHOLING	5 EA	1,000.00	5,000.00	850.00	$4,250.00	725.00	$3,625.00
5	MOBILIZATION	1 LS	338,853.92	338,853.92	21,500.00	$21,500.00	185,000.00	$185,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	11,800.00	$11,800.00	5,000.00	$5,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	27,000.00	$27,000.00	12,000.00	$12,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	1,000.00	1,000.00	1,000.00	$1,000.00	1,000.00	$1,000.00
9	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	13,500.00	$13,500.00	21,000.00	$21,000.00
10	REMOVE TREE, CLASS III	1 EA	6,000.00	6,000.00	5,000.00	$5,000.00	3,750.00	$3,750.00
11	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	6,000.00	$6,000.00	7,250.00	$7,250.00
12	REMOVE EXISTING CURB	140 LF	8.00	1,120.00	15.00	$2,100.00	9.00	$1,260.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	66 SY	16.00	1,056.00	28.00	$1,848.00	30.00	$1,980.00
14	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	115 LF	20.00	2,300.00	16.00	$1,840.00	20.00	$2,300.00
15	SAWCUTTING CURB	2 EA	35.00	70.00	43.00	$86.00	45.00	$90.00
16	SAWCUTTING RIGID PAVEMENT	10 LFI	2.00	20.00	6.00	$60.00	20.00	$200.00
17	SAWCUTTING FLEXIBLE PAVEMENT	500 LFI	1.50	750.00	5.00	$2,500.00	1.00	$500.00
18	ROADWAY EXCAVATION INCL. HAUL	50 CY	45.00	2,250.00	115.00	$5,750.00	60.00	$3,000.00
19	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	45.00	450.00	50.00	$500.00	65.00	$650.00
20	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	55.00	550.00	95.00	$950.00	65.00	$650.00
21	GRADING AND SHAPING	1 LS	35,000.00	35,000.00	20,000.00	$20,000.00	13,000.00	$13,000.00
22	PREPARATION OF UNTREATED ROADWAY	250 SY	2.00	500.00	17.00	$4,250.00	10.00	$2,500.00
23	SHORING	1 LS	40,000.00	40,000.00	120,000.00	$120,000.00	275,000.00	$275,000.00
24	CONTROLLED DENSITY FILL	20 CY	200.00	4,000.00	240.00	$4,800.00	230.00	$4,600.00
25	CRUSHED SURFACING TOP COURSE	220 CY	80.00	17,600.00	78.00	$17,160.00	115.00	$25,300.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	CSTC FOR SIDEWALK, 2 INCH THICK	36 SY	25.00	900.00	52.00	$1,872.00	46.00	$1,656.00	104.50	$3,762.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80 SY	30.00	2,400.00	11.00	$880.00	48.00	$3,840.00	47.75	$3,820.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1 CY	250.00	250.00	22.00	$22.00	563.00	$563.00	72.50	$72.50
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250 SY	60.00	15,000.00	42.00	$10,500.00	41.00	$10,250.00	40.50	$10,125.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25 SY	150.00	3,750.00	103.00	$2,575.00	101.00	$2,525.00	99.25	$2,481.25
31	SOIL RESIDUAL HERBICIDE	250 SY	1.00	250.00	3.00	$750.00	3.00	$750.00	2.75	$687.50
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25 SY	50.00	1,250.00	17.00	$425.00	102.00	$2,550.00	48.25	$1,206.25
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	($1.00)	(1.00)	($1.00)	(1.00)	($1.00)
34	PRECAST UTILITY VAULT 8'X10'	1 EA	50,000.00	50,000.00	66,960.00	$66,960.00	40,075.00	$40,075.00	47,600.00	$47,600.00
35	STORM SEWER PIPE 8 IN. DIA.	220 LF	100.00	22,000.00	245.00	$53,900.00	45.00	$9,900.00	134.00	$29,480.00
36	STORM SEWER PIPE 10 IN. DIA.	20 LF	120.00	2,400.00	267.00	$5,340.00	199.00	$3,980.00	240.00	$4,800.00
37	STORM SEWER PIPE 12 IN. DIA.	100 LF	120.00	12,000.00	250.00	$25,000.00	96.00	$9,600.00	100.00	$10,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40 LF	250.00	10,000.00	399.00	$15,960.00	418.00	$16,720.00	483.00	$19,320.00
39	MANHOLE- 48 IN.	4 EA	7,000.00	28,000.00	9,974.00	$39,896.00	4,475.00	$17,900.00	4,550.00	$18,200.00
40	MANHOLE - 120 IN.	1 EA	425,000.00	425,000.00	127,621.00	$127,621.00	81,791.00	$81,791.00	134,000.00	$134,000.00
41	MANHOLE - 96 IN. DOGHOUSE	1 EA	300,000.00	300,000.00	46,097.00	$46,097.00	80,671.00	$80,671.00	93,300.00	$93,300.00
42	CATCH BASIN TYPE 1	5 EA	4,000.00	20,000.00	4,546.00	$22,730.00	4,033.00	$20,165.00	4,200.00	$21,000.00
43	DRYWELL TYPE 2	4 EA	15,000.00	60,000.00	9,319.00	$37,276.00	26,914.00	$107,656.00	13,350.00	$53,400.00
44	MODULAR WETLAND SYSTEM	4 EA	450,000.00	1,800,000.00	243,137.00	$972,548.00	247,256.00	$989,024.00	257,700.00	$1,030,800.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	900.00	1,800.00	191.00	$382.00	556.00	$1,112.00	590.00	$1,180.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	26.00	$520.00	65.00	$1,300.00	75.00	$1,500.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	45.00	900.00	59.00	$1,180.00	78.00	$1,560.00	75.00	$1,500.00
48	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	1,003.00	$1,003.00	2,780.00	$2,780.00	3,500.00	$3,500.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1 LS	35,000.00	35,000.00	7,178.00	$7,178.00	8,059.00	$8,059.00	6,600.00	$6,600.00
50	LIFT STATION CANOPY	1 LS	30,000.00	30,000.00	21,802.00	$21,802.00	36,009.00	$36,009.00	20,000.00	$20,000.00
51	ESC LEAD	1 LS	3,000.00	3,000.00	697.00	$697.00	2,780.00	$2,780.00	1,200.00	$1,200.00
52	INLET PROTECTION	4 EA	100.00	400.00	127.00	$508.00	145.00	$580.00	90.50	$362.00
53	STABILIZED CONSTRUCTION ENTRANCE	167 SY	40.00	6,680.00	8.50	$1,419.50	60.00	$10,020.00	30.50	$5,093.50

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	CSTC FOR SIDEWALK, 2 INCH THICK	36 SY	25.00	900.00	46.00	$1,656.00	16.50	$594.00
27	CSTC FOR DRIVEWAY, 4 INCH THICK	80 SY	30.00	2,400.00	60.00	$4,800.00	20.00	$1,600.00
28	CSTC FOR DRIVEWAY TRANSITIONS AND TRAFFIC ISLANDS	1 CY	250.00	250.00	300.00	$300.00	110.00	$110.00
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	250 SY	60.00	15,000.00	43.00	$10,750.00	40.00	$10,000.00
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25 SY	150.00	3,750.00	105.00	$2,625.00	100.00	$2,500.00
31	SOIL RESIDUAL HERBICIDE	250 SY	1.00	250.00	3.00	$750.00	2.50	$625.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	25 SY	50.00	1,250.00	100.00	$2,500.00	65.00	$1,625.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	($1.00)	(1.00)	($1.00)
34	PRECAST UTILITY VAULT 8'X10'	1 EA	50,000.00	50,000.00	85,000.00	$85,000.00	54,000.00	$54,000.00
35	STORM SEWER PIPE 8 IN. DIA.	220 LF	100.00	22,000.00	205.00	$45,100.00	185.00	$40,700.00
36	STORM SEWER PIPE 10 IN. DIA.	20 LF	120.00	2,400.00	695.00	$13,900.00	220.00	$4,400.00
37	STORM SEWER PIPE 12 IN. DIA.	100 LF	120.00	12,000.00	355.00	$35,500.00	220.00	$22,000.00
38	STORM SEWER PIPE 18 IN. DIA.	40 LF	250.00	10,000.00	370.00	$14,800.00	350.00	$14,000.00
39	MANHOLE- 48 IN.	4 EA	7,000.00	28,000.00	6,000.00	$24,000.00	6,850.00	$27,400.00
40	MANHOLE - 120 IN.	1 EA	425,000.00	425,000.00	168,850.00	$168,850.00	96,500.00	$96,500.00
41	MANHOLE - 96 IN. DOGHOUSE	1 EA	300,000.00	300,000.00	88,000.00	$88,000.00	78,500.00	$78,500.00
42	CATCH BASIN TYPE 1	5 EA	4,000.00	20,000.00	6,000.00	$30,000.00	4,050.00	$20,250.00
43	DRYWELL TYPE 2	4 EA	15,000.00	60,000.00	17,800.00	$71,200.00	18,675.00	$74,700.00
44	MODULAR WETLAND SYSTEM	4 EA	450,000.00	1,800,000.00	312,000.00	$1,248,000.00	290,500.00	$1,162,000.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	900.00	1,800.00	2,600.00	$5,200.00	315.00	$630.00
46	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	50.00	$1,000.00	65.00	$1,300.00
47	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	45.00	900.00	95.00	$1,900.00	70.00	$1,400.00
48	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	6,000.00	$6,000.00	34,000.00	$34,000.00
49	FREEZELESS YARD HYDRANT WITH ISOLATION	1 LS	35,000.00	35,000.00	15,000.00	$15,000.00	5,550.00	$5,550.00
50	LIFT STATION CANOPY	1 LS	30,000.00	30,000.00	45,000.00	$45,000.00	60,000.00	$60,000.00
51	ESC LEAD	1 LS	3,000.00	3,000.00	4,000.00	$4,000.00	15,000.00	$15,000.00
52	INLET PROTECTION	4 EA	100.00	400.00	100.00	$400.00	100.00	$400.00
53	STABILIZED CONSTRUCTION ENTRANCE	167 SY	40.00	6,680.00	5.00	$835.00	22.00	$3,674.00

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		LIBERTY NORTHWEST CONSTRUCTION (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54	STREET CLEANING	50 HR	200.00	10,000.00	282.00	$14,100.00	332.00	$16,600.00	272.00	$13,600.00
55	SILT FENCE	500 LF	5.00	2,500.00	5.00	$2,500.00	5.00	$2,500.00	6.00	$3,000.00
56	WATTLE	5 LF	12.00	60.00	12.00	$60.00	96.00	$480.00	10.00	$50.00
57	TEMPORARY SEEDING	250 SY	1.25	312.50	8.00	$2,000.00	6.00	$1,500.00	9.25	$2,312.50
58	ROCK MULCH	2 CY	200.00	400.00	177.00	$354.00	223.00	$446.00	121.00	$242.00
59	HYDROSEEDING	250 SY	10.00	2,500.00	8.00	$2,000.00	23.00	$5,750.00	9.25	$2,312.50
60	CEMENT CONCRETE CURB	31 LF	35.00	1,085.00	39.00	$1,209.00	48.00	$1,488.00	47.50	$1,472.50
61	CEMENT CONCRETE DRIVEWAY	80 SY	80.00	6,400.00	84.00	$6,720.00	88.00	$7,040.00	86.25	$6,900.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	100.00	200.00	145.00	$290.00	75.00	$150.00	73.50	$147.00
63	CHAIN LINK FENCE - 6 FT. TALL	60 LF	65.00	3,900.00	88.16	$5,289.60	125.00	$7,500.00	125.00	$7,500.00
64	DOUBLE 12 FT CHAIN LINK GATE	1 EA	2,500.00	2,500.00	4,600.01	$4,600.01	2,305.00	$2,305.00	2,250.00	$2,250.00
65	TEMPORARY CONSTRUCTION FENCING	1 LS	10,000.00	10,000.00	1,875.00	$1,875.00	5,561.00	$5,561.00	1,995.00	$1,995.00
66	CEMENT CONCRETE SIDEWALK	33 SY	80.00	2,640.00	71.00	$2,343.00	75.00	$2,475.00	73.25	$2,417.25
67	PUMPING SYSTEM	1 LS	225,000.00	225,000.00	180,913.00	$180,913.00	4,752.00	$4,752.00	170,700.00	$170,700.00
68	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	1,955.00	$1,955.00	155,160.00	$155,160.00	12,100.00	$12,100.00
69	GENERAL ELECTRICAL AND LIGHTING	1 LS	365,000.00	365,000.00	267,633.00	$267,633.00	258,870.00	$258,870.00	255,500.00	$255,500.00
70	FORCE MAIN PIPING	1 LS	95,000.00	95,000.00	16,882.00	$16,882.00	75,010.00	$75,010.00	50,500.00	$50,500.00
Bid Total				**$4,103,897.42**		**$2,148,166.61**		**$2,345,314.00**		**$2,417,537.75**

City Of Spokane
Engineering Services Department
Bid Tabulation

Project Number: 2018052			Engineer's Estimate		SELLAND CONSTRUCTION (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54	STREET CLEANING	50 HR	200.00	10,000.00	130.00	$6,500.00	390.00	$19,500.00
55	SILT FENCE	500 LF	5.00	2,500.00	5.00	$2,500.00	6.00	$3,000.00
56	WATTLE	5 LF	12.00	60.00	12.00	$60.00	6.00	$30.00
57	TEMPORARY SEEDING	250 SY	1.25	312.50	6.50	$1,625.00	6.50	$1,625.00
58	ROCK MULCH	2 CY	200.00	400.00	450.00	$900.00	300.00	$600.00
59	HYDROSEEDING	250 SY	10.00	2,500.00	19.00	$4,750.00	6.50	$1,625.00
60	CEMENT CONCRETE CURB	31 LF	35.00	1,085.00	50.00	$1,550.00	55.00	$1,705.00
61	CEMENT CONCRETE DRIVEWAY	80 SY	80.00	6,400.00	90.00	$7,200.00	105.00	$8,400.00
62	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	100.00	200.00	79.00	$158.00	90.00	$180.00
63	CHAIN LINK FENCE - 6 FT. TALL	60 LF	65.00	3,900.00	110.00	$6,600.00	120.00	$7,200.00
64	DOUBLE 12 FT CHAIN LINK GATE	1 EA	2,500.00	2,500.00	4,500.00	$4,500.00	3,000.00	$3,000.00
65	TEMPORARY CONSTRUCTION FENCING	1 LS	10,000.00	10,000.00	9,000.00	$9,000.00	3,200.00	$3,200.00
66	CEMENT CONCRETE SIDEWALK	33 SY	80.00	2,640.00	79.00	$2,607.00	95.00	$3,135.00
67	PUMPING SYSTEM	1 LS	225,000.00	225,000.00	228,000.00	$228,000.00	214,000.00	$214,000.00
68	PUMPS & SYSTEM STARTUP & TESTING	1 LS	20,000.00	20,000.00	55,000.00	$55,000.00	10,500.00	$10,500.00
69	GENERAL ELECTRICAL AND LIGHTING	1 LS	365,000.00	365,000.00	310,000.00	$310,000.00	275,000.00	$275,000.00
70	FORCE MAIN PIPING	1 LS	95,000.00	95,000.00	36,000.00	$36,000.00	36,000.00	$36,000.00
Bid Total				**$4,103,897.42**		**$2,897,160.00**		**$2,897,500.00**

City Of Spokane
Engineering Services Department
Bid Tabulation

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Total
ENGINEER'S ESTIMATE	4,103,897.42	0.00	0.00	0.00	4,103,897.42
LIBERTY NORTHWEST CONSTRUCTION (Submitted)	2,148,166.61	0.00	0.00	0.00	2,148,166.61
HALME CONSTRUCTION INC (Submitted)	2,345,314.00	0.00	0.00	0.00	2,345,314.00
CORRIDOR CONTRACTORS (Submitted)	2,417,537.75	0.00	0.00	0.00	2,417,537.75
SELLAND CONSTRUCTION (Submitted)	2,897,160.00	0.00	0.00	0.00	2,897,160.00
INLAND INFRASTRUCTURE LLC (Submitted)	2,897,500.00	0.00	0.00	0.00	2,897,500.00

Low Bid Contractor: LIBERTY NORTHWEST CONSTRUCTION

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	2,148,166.61	4,103,897.42	47.66	% 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	2,148,166.61	4,103,897.42	47.66	% Under Estimate

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/24/2026		
Clerk's File #	OPR 2024-1060		
Cross Ref #			
Project #	2023107		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR28993
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	AMENDMENT TO INCREASE FUNDS - FISH LAKE TRAIL DESIGN PHASE 2		

Agenda Wording

Amendment/Supplemental 2 to increase funds with Parametrix, Inc., for the Fish Lake Trail Phase 2 project.

Summary (Background)

Fish Lake Trail Phase 2 (currently in design) will cross Latah/Hangman Creek on the existing Marne bridge which is on Riverside Avenue, just southwest of the Riverside Avenue/Clarke Avenue intersection. That bridge is about 100 years old and has a vehicle/pedestrian barrier that may need upgrading for this trail to be installed. The proposed contract amendment would cover the cost of the structural evaluation of the existing barrier and providing alternatives for upgrades. This work was not included in the original scope of work/contract with Parametrix.

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	$ 41,035.47
Current Year Cost	$ 20,000.00
Subsequent Year(s) Cost	$ 21,035.47

Narrative

The proposed contract amendment would cover the cost of the structural evaluation of the existing barrier and providing alternatives for upgrades. This work was not included in the original scope of work/contract with Parametrix.

Amount		Budget Account
Expense	$ 41,035.47	# 3200-95164-95100-56501-86136
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	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE	PURCHASING	PRINCE, THEA
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

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dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org

Washington State Department of Transportation

Supplemental Agreement Number 2	Organization and Address Parametrix, Inc. 835 N Post St #201 Spokane, WA 99201 Phone: (509) 328-3371	
Original Agreement Number LA10650 / CRPUL-1220(045		
Project Number 2023107	Execution Date May 13, 2025	Completion Date December 31, 2027
Project Title Fish Lake Trail Ph 2	New Maximum Amount Payable $570,967.19	
Description of Work The purpose of this supplement is to add a structural evaluation of Marne bridge which is necessitated by the proposed installation of the Fish Lake Trail. Further details are in the attached scope of work.		

The Local Agency of City of Spokane, Engineering Services Department
desires to supplement the agreement entered in to with Parametrix, Inc.
and executed on May 13, 2025 and identified as Agreement No. LA10650 / CRPUL-1220(045)
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Marne bridge evaluation as described in the attached scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change (with execution of supplement #1)

III

Section V, PAYMENT, shall be amended as follows:
Add $41,035.47 to the original amount of $529,931.72 for a new not to exceed amount of $570,967.19.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:_____ By:_____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2026

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
AssuredPartners Design Professionals Ins. Svc. LLC
1325 4th Ave, Suite 2100
Seattle WA 98101

License#: 6003745

CONTACT NAME: Maurice Thornton
PHONE (A/C, No, Ext): 510-272-1476 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCertificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : XL Specialty Insurance Co.	37885
INSURER C : Valley Forge Insurance Company	20508
INSURER D : National Fire Insurance of Hartford	20478
INSURER E : Evanston Insurance Company	35378
INSURER F : Continental Casualty Company	20443

INSURED PARAINC-01
Parametrix, Inc.
1019 39th Ave. SE Suite 100
Puyallup, WA 98374
(253) 604-6600

COVERAGES **CERTIFICATE NUMBER:** 760860123 **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	
D	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6050531366	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: WA Stop Gap/EL						WA Stop Gap	$ 1,000,000
F	**AUTOMOBILE LIABILITY**	Y	Y	6050531352	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	6050531433	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 15,000,000
E	X **EXCESS LIAB** [ ] CLAIMS-MADE			MKLV7EUE102296	11/1/2025	11/1/2026	AGGREGATE	$ 15,000,000
	[ ] DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		Y	6050531383	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER	WA Stop Gap
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		6050531402	11/1/2025	11/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability & Pollution Liability Included Claims Made	Y	Y	DPR5050088	11/1/2025	11/1/2026	Per Claim/1,000,000	$1,000,000/Agg lmt
							Retroactive Date:	01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project: Fish Lake Trail Phase 2 Design, Spokane, WA, Project #: 374-1671-041
City of Spokane is named as an additional insured as respects general and auto liability as required per written contract.

CERTIFICATE HOLDER

City of Spokane
Attn: Jill Hansen
808 W Spokane Falls Blvd., City Hall
Spokane WA 99201

CANCELLATION 30 Days Notice of 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
Mo Thornton

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

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

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2. The specific nature and extent of the injury or damage that has been sustained; and

3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

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L. **INSURED** means the NAMED INSURED, any PREDECESSOR FIRM and:

1. A current, former or retired partner, principal, director, officer or employee of a NAMED INSURED or PREDECESSOR FIRM, including any individual working temporarily on behalf of and under the direct supervision and control of the NAMED INSURED, but only for PROFESSIONAL SERVICES, or CONTRACTING SERVICES within the scope of their duties for the NAMED INSURED or PREDECESSOR FIRM;

2. Estates, heirs, legal representative and assigns of any deceased individual described in Paragraph L., Sub-paragraph 1. above, but only to the extent of the deceased individual's rights and duties under this Policy. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S estate, heir, legal representative or assign;

3. Spouses and legally recognized domestic partners of an INSURED, but solely for a CLAIM(S) arising out of their status as such, and seeking an award of damages from marital community property, jointly held property or property transferred from an INSURED to the spouse or legally recognized domestic partner. No coverage is afforded under this Policy for any CLAIM(S) arising from the performance of PROFESSIONAL SERVICES or CONTRACTING SERVICES by an INSURED'S spouse or legally recognized domestic partner;

4. With respect to Insuring Agreement A. Professional Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for the performance of PROFESSIONAL SERVICES by the respective legal entity or joint venture. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;

5. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any NAMED INSURED with respect to its participation in a legal entity, including a joint venture, but solely for the NAMED INSURED'S legal liability for its performance of CONTRACTING SERVICES. INSURED does not include the legal entity itself, the joint venture itself or any other entity that is part of the legal entity or joint venture;

6. With respect to Insuring Agreement B. Contractors Pollution Legal Liability, any person or organization that the NAMED INSURED is required in a written agreement to include as an INSURED under this Policy, but solely to extent that the NAMED INSURED'S liability arises out of CONTRACTING SERVICES rendered by or on behalf of the INSURED; and

7. Any entity that the NAMED INSURED newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the NAMED INSURED maintains ownership or majority interest, provided there is no other similar insurance available to that entity; however:

a. Coverage under this provision is afforded only until the ninetieth (90th) day after the NAMED INSURED acquires or forms the entity or the end of the POLICY PERIOD, whichever is earlier;

b. Insuring Agreement A. Professional Liability does not apply to PROFESSIONAL SERVICES rendered or that should have been rendered before the NAMED INSURED acquired or formed the entity; and

c. Insuring Agreement B. Contractors Pollution Legal Liability does not apply to any POLLUTION CONDITIONS that occurred before the NAMED INSURED acquired or formed the entity.

M. **MALICIOUS CODE** means any unauthorized, corrupting or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE , XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Name and Address Schedule

Location	Entity	Entity Name and Address
1	001	PARAMETRIX, INC. 7761 W RIVERSIDE DR STE 201 BOISE, ID 83714-5044
2	001	PARAMETRIX, INC. 150 NW PACIFIC PARK LN # 110-140 BEND, OR 97703-1928
3	001	PARAMETRIX, INC. 4607 SALISBURY DR PARKER, TX 75002-2771
4	001	PARAMETRIX, INC. 14567 E 47TH LN YUMA, AZ 85367-4965
5	001	PARAMETRIX, INC. 4222 E BROWN RD UNIT 27 MESA, AZ 85205-4057
6	001	PARAMETRIX, INC. 2760 W HABITAT PL TUCSON, AZ 85742-1405
7	001	PARAMETRIX, INC. 253 MUNICIPAL RD ERWINNA, PA 18920-9261
8	001	PARAMETRIX, INC. 22943 CREEKSIDE WILLOW DR TOMBALL, TX 77375-7196
9	001	PARAMETRIX, INC. 117 GREEN JAY DR JARRELL, TX 76537-1947
10	001	PARAMETRIX, INC. 6646 ROUNDROCK RD DALLAS, TX 75248-5023

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Location	Entity	Entity Name and Address
11	001	PARAMETRIX, INC. 24 RITCHIE DR YONKERS, NY 10705-2542
12	001	PARAMETRIX, INC. 59 ORIENT AVE BROOKLYN, NY 11211-2837
13	001	PARAMETRIX, INC. 2760 S YATES ST DENVER, CO 80236-2019
14	001	PARAMETRIX, INC. 5 SE MARTIN LUTHER KING JR BLVD STE 400 PORTLAND, OR 97214-1161
15	001	PARAMETRIX, INC. 65 CENTENNIAL LOOP EUGENE, OR 97401-7904
16	001	PARAMETRIX, INC. 376 E WARM SPRINGS RD STE 220 LAS VEGAS, NV 89119-4241
17	001	PARAMETRIX, INC. 17426 W VIA DE LUNA DR SURPRISE, AZ 85387-4237
18	001	PARAMETRIX, INC. 13041 W MAUNA LOA LN EL MIRAGE, AZ 85335-3422
19	001	PARAMETRIX, INC. 4121 13TH PL NE WASHINGTON, DC 20017-2602
20	001	PARAMETRIX, INC. 1522 N GLASGOW DR POST FALLS, ID 83854-5820

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Location	Entity	Entity Name and Address
21	001	PARAMETRIX, INC. 6225 PROVIDENCE CT CARPENTERSVILLE, IL 60110-3250
22	001	PARAMETRIX, INC. 22832 WILDEWOOD DR CALIFORNIA, MD 20619-2283
23	001	PARAMETRIX, INC. 4842 CAMELLIA ST SPRINGFIELD, OR 97478-6752
24	001	PARAMETRIX, INC. 1015 DESERT WHEATGRASS DR MYRTLE BEACH, SC 29579-3731
25	001	PARAMETRIX, INC. 428 CHARITY LN MURFREESBORO, TN 37128-3046
26	001	PARAMETRIX, INC. 4041 JEFFERSON PLZ NE STE 210 ALBUQUERQUE, NM 87109-3496
27	001	PARAMETRIX, INC. 9815 S MONROE ST STE 410 SANDY, UT 84070-4297
28	001	PARAMETRIX, INC. 149 HAZEL RD DOVER, DE 19901-3815
29	001	PARAMETRIX, INC. 125 SCRUBJAY LN CASTLE ROCK, CO 80104-8076
30	001	PARAMETRIX, INC. 9665 SW 67TH LN GAINESVILLE, FL 32608-7778

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Location	Entity	Entity Name and Address
31	001	PARAMETRIX, INC. 2532 STEVENS AVE MINNEAPOLIS, MN 55404-4346
32	001	PARAMETRIX, INC. 124 FERNLEAF CT NW LOS RANCHOS DE ALBUQUERQUE, NM 87107-6772
33	001	PARAMETRIX, INC. 4132 SE 26TH AVE PORTLAND, OR 97202-3911
34	001	PARAMETRIX, INC. 3394 DOUGHTON ST S SALEM, OR 97302-5557
35	001	PARAMETRIX, INC. 1875 POST OAK PARK DR APT 309 HOUSTON, TX 77027-3378
36	001	PARAMETRIX, INC. 250 LONGBRANCH RD NOCONA, TX 76255-6401
37	001	PARAMETRIX, INC. 132 E BROADWAY STE 636 EUGENE, OR 97401-3159
38	001	PARAMETRIX, INC. 479 RUSSELL ST., #101-A ASHLAND, OR 97520-7331
39	001	PARAMETRIX, INC. 1044 NORTHWEST BLVD COEUR D ALENE, ID 83814-2114
40	001	PARAMETRIX, INC. 6766 DOUBLE TREE CT ANCHORAGE, AK 99507-7040

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Location	Entity	Entity Name and Address
41	001	PARAMETRIX, INC. 11792 E 24TH LN YUMA, AZ 85367-2224
42	001	PARAMETRIX, INC. 21539 S 215TH PL QUEEN CREEK, AZ 85142-5970
43	001	PARAMETRIX, INC. 810 W ALLEN ST PHOENIX, AZ 85041-8338
44	001	PARAMETRIX, INC. 3757 TELLURIDE CIR BOULDER, CO 80305-7243
45	001	PARAMETRIX, INC. 5172 BRAUN ST ARVADA, CO 80002-1732
46	001	PARAMETRIX, INC. 824 BONITA AVE FORT COLLINS, CO 80526-3131
47	001	PARAMETRIX, INC. 1026 SPENCER ST LONGMONT, CO 80501-4173
48	001	PARAMETRIX, INC. 1100 N LOGAN ST APT 6 DENVER, CO 80203-2400
49	001	PARAMETRIX, INC. 20 WESTBRIDGE RD BEAR, DE 19701-1615
50	001	PARAMETRIX, INC. 808 W CORAL ST TAMPA, FL 33602-1112

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Location	Entity	Entity Name and Address
51	001	PARAMETRIX, INC. 10626 CYPRESS TRAIL DR ORLANDO, FL 32825-5037
52	001	PARAMETRIX, INC. 2096 VERBENA ST NW ATLANTA, GA 30314-1558
53	001	PARAMETRIX, INC. 1208 W 46TH ST DAVENPORT, IA 52806-4355
54	001	PARAMETRIX, INC. 222 S PROSPECT AVE FL 3 PARK RIDGE, IL 60068-4037
55	001	PARAMETRIX, INC. 3539 N RETA AVE APT 3F CHICAGO, IL 60657-6902
56	001	PARAMETRIX, INC. 2836 W LUNT AVE APT 2 CHICAGO, IL 60645-2918
57	001	PARAMETRIX, INC. 11565 ENZIAN RD PLAINWELL, MI 49080-9043
58	001	PARAMETRIX, INC. 2721 SHENANDOAH AVE SAINT LOUIS, MO 63104-2313
59	001	PARAMETRIX, INC. 7221 WELDON SPRING RD O FALLON, MO 63368-8683
60	001	PARAMETRIX, INC. 722 DELCHESTER LN KIRKWOOD, MO 63122-1006

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Location	Entity	Entity Name and Address
61	001	PARAMETRIX, INC. 9806 RED ROCK RD CHARLOTTE, NC 28270-1019
62	001	PARAMETRIX, INC. 3520 N POLE LOOP NE RIO RANCHO, NM 87144-5722
63	001	PARAMETRIX, INC. 1520 EASTRIDGE CT NE ALBUQUERQUE, NM 87112-4507
64	001	PARAMETRIX, INC. 1599 CAMINO DE LA TIERRA CORRALES, NM 87048-8569
65	001	PARAMETRIX, INC. 2581 49TH ST FL 1 ASTORIA, NY 11103-1120
66	001	PARAMETRIX, INC. 4525 NE 8TH AVE APT B PORTLAND, OR 97211-3947
67	001	PARAMETRIX, INC. 1306 4TH ST LA GRANDE, OR 97850-2108
68	001	PARAMETRIX, INC. 319 E LINCOLN AVE ROBESONIA, PA 19551-1309
69	001	PARAMETRIX, INC. 508 S 12TH ST NASHVILLE, TN 37206-3008
70	001	PARAMETRIX, INC. 9000 FONDREN RD APT C270 HOUSTON, TX 77074-6964

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Location	Entity	Entity Name and Address
71	001	PARAMETRIX, INC. 20611 SHILLINGTON CT KATY, TX 77450-4207
72	001	PARAMETRIX, INC. 10205 BLACKBERRY ST MCKINNEY, TX 75072-5640
73	001	PARAMETRIX, INC. 841 DOVE MEADOW TRL WAXAHACHIE, TX 75167-1307
74	001	PARAMETRIX, INC. 715 SANTA ELENA CYN SPRING, TX 77388-2613
75	001	PARAMETRIX, INC. 3110 N 2825 W OGDEN, UT 84404-5386
76	001	PARAMETRIX, INC. 7045 N CHEROKEE ST EAGLE MOUNTAIN, UT 84005-3907
77	001	PARAMETRIX, INC. 8104 HATTERAS LN SPRINGFIELD, VA 22151-2015
78	001	PARAMETRIX, INC. 1265 N DOWNING ST APT 511 DENVER, CO 80218-2155
79	001	PARAMETRIX, INC. 6785 PATAYAN RD LAS VEGAS, NV 89146-6576
80	001	PARAMETRIX, INC. 9 DESERT SUNSHINE PL HENDERSON, NV 89011-3789

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Exhibit A
Scope of Work

Project: **Fish Lake Trail – Phase 2**
Amendment #1
Owner: **City of Spokane Project No. 2023107**
Consultant: **Parametrix Inc.**

General Description

The Owner's objective in this Amendment is for the Consultant to provide additional Structural services added to the original task 2.2.6 in support of the Fish Lake Trail Phase 2 project.

During design, the Client noted that the existing barrier on the Marne Bridge is in poor condition and needs maintenance. The City would like the Consultant to perform structural evaluation to determine if it is feasible to replace the existing barriers.

Schedule

The project schedule presented in the original scope of work will need to be updated based on the added services and permitting and review timelines.

Project Scope

The Consultant shall provide the following services for the Fish Lake Trail – Phase 2 project:

1. 60% DESIGN – BARRIER REPLACEMENT AND WALKWAY ALTERNATIVES FOR MARNE BRIDGE

- **Data Gathering**
  Gather and review available information relevant to the existing bridge and evaluation of proposed bridge improvements.

- **Identify Alternatives**
  Identify alternatives for replacement of existing bridge barriers and accommodation of a shared-use path across the bridge. Alternatives shall include consideration of a lightweight cantilevered walkway. Develop a conceptual-level description and sketch for each alternative. Present alternatives to the City for review and input.

- **Evaluate Alternatives**
  Evaluate the identified alternatives, including potential impacts to the existing Marne Bridge. The evaluation will consider criteria such as feasibility, anticipated structural impacts, constructability, and cost. Provide a high-level qualitative assessment of how the alternatives may affect the existing bridge load rating, including the EV3 emergency-vehicle rating and the potential need for truck-weight posting. Updated load-rating calculations are not included. As part of this evaluation, the feasibility of grinding the existing bridge deck and placing new overlay as part of proposed improvements.

  Develop comparative-level cost estimates of alternatives and recommend a preferred alternative based on the evaluation.

- **Select a preferred Alternative**
  Coordinate with the City to select a preferred alternative based on the alternatives evaluation and input received. Prepare for and hold a meeting with the City to present findings of the alternatives evaluation. It is assumed that up to three (3) Consultant staff will attend. Prepare meeting notes summarizing the discussion.

- **Alternatives Memo**
  Prepare an alternatives evaluation section to include in Technical Memorandum (Task 2.2.6 in Original scope) documenting the alternatives considered, evaluation criteria, conceptual sketches, preliminary costs, and recommended preferred alternative. Incorporate City comments and document the selected preferred alternative.

DESIGN CRITERIA

To the extent feasible, the design will be developed in accordance with the following:

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov., 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Manual on Uniform Traffic Control Devices (MUTCD), 11th edition.
5. A Policy on Geometric Design of Highways and Streets. (AASHTO "Green Book")
6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction. (2025 version)
7. WSDOT Design Manual, Oct. 2023.
8. WSDOT Bridge Design Manual
9. AASHTO LRFD Bridge Design Specifications, 10th Edition, 2024

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Alternatives Memo Draft (pdf)
2. Alternatives Memo Final

DOCUMENTS TO BE FURNISHED BY THE CITY

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Bridge As-Builts plans
2. Bridge Load Rating
3. Bridge Inspection Report

4. 1970’s Barrier Retrofit plans (if available)
5. Cross section of roadway on bridge that includes pavement type(s) and thickness.

EXTRA SERVICES:

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Structural Engineering

ASSUMPTIONS:

The following assumptions were used when preparing this scope of work:

The width of shared use path and proposed roadway layout will be provided by the City prior to development and evaluation of the bridge improvement alternatives.

Depending on preferred alternative, additional amendments may be required.

Owner: **City of Spokane**

Project Title: **Fish Lake Trail Connection to Centennial- Phase 2 City Project #2023107**

Date Prepared **9/8/2026**

Amendment #1- Additional work Fish Lake Trail Phase 2 Task 2.2.6

Staff	Nina Cable	Jingjing Lu	Maxim Tumanov	Mark Johnson
Hourly Rate	$210.59	$180.48	$158.27	$308.22
Task 2.2.6				
Data Gathering	8	2		
Identify Alternatives	16	16	40	2
Evaluate Alternatives	18	40	16	2
Select a preferred alternative	8	4		2
Alternatives Memo	4	16	4	2
Preliminary Cost	4	12		2
Labor total	58	90	60	10
Totals:	$12,214.07	$16,243.01	$9,496.19	$3,082.19
			Amendment #1 Total:	$41,035.47

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	PARAMETRIX, INC.
Business name:	PARAMETRIX INC
Entity type:	Profit Corporation
UBI #:	600-135-349
Business ID:	001
Location ID:	0006
Location:	Active
Location address:	835 N. POST STREET, SUITE 201 BLDG 201 SPOKANE WA 99201
Mailing address:	PARAMETRIX INC 1019 39TH AVE SE SUITE 100 PUYALLUP WA 98374
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 dat
Spokane General Business				Active	Apr-30-2027	Dec-18-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUPLER, CARRIE	Treasurer
DIEMER, BRENT	Vice President
FLINT, ROGER	Vice President
WILLIS, JOHN	President

Registered Trade Names

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC	Active	Dec-30-2021
PARAMETRIX, INC.	Active	Sep-16-1986

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/24/2026 3:59:53 PM

Contact us

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Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/16/2026		
Clerk's File #	OPR 2025-0887		
Cross Ref #			
Project #	2023105		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 28949
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO INCREASE FUNDS - HIGHWAY 195 MEADOWLANE SIDEWALK		

Agenda Wording

Amendment to increase funds with Selland Construction for the Hwy 195 - Meadowlane J-Turn Sidewalk project.

Summary (Background)

The recently completed Hwy 195-Meadowlane J-Turn project is nearly complete and open to traffic, marking an important improvement to traffic safety and traffic flow Hwy 195-Meadowlane intersection. Because of some design issues, we incurred change orders beyond the administrative reserve and so need to request additional spending authority from council in the amount of $580,000.

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	**$** 580,000.00
Current Year Cost	**$** 580,000.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 580,000.00	**#** 3200-49197-95300-56501-86063
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Mike Kummer mikek@sellandconstruction.com	eraea@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org
publicworksaccounting@spokanecity.org	tax&licenses@spokanecity.org

City Clerk's No. OPR 2025-0887
Engineering No. 2023105

City of Spokane

CONTRACT AMENDMENT

Title: **US 195/MEADOWLANE J-TURN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **SELLAND CONSTRUCTION, INC.**, whose address is PO Box 119, Wenatchee, Washington 98807 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the US 95/Meadowlane J-Turn Project; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated January 16, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 16, 2026 and shall run through March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIVE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS** (**$580,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SELLAND CONSTRUCTION, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-262

SELLCON-01 MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2026

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B :	
SELLAND CONSTRUCTION, INC. P.O. Box 119 Wenatchee, WA 98807	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	EPP 0742578	3/31/2026	3/31/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X ND, WA, & WY Stop Ga						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 LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						STOP GAP EMPLOY	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EPP 0742578	3/31/2026	3/31/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0742578	3/31/2026	3/31/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		EPP 0742578	3/31/2026	3/31/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Spokane, its officers, agents and officials are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	**2**
2. Unintentional Failure To Disclose Hazards	**8**
3. Damage To Premises Rented To You	**8**
4. Supplementary Payments	**10**
5. Medical Payments	**10**
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	**10**
7. Waiver Of Subrogation	**10**
8. Automatic Additional Insured - Specified Relationships:	**10**
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	**13**
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	**14**
11. Broadened Notice Of Occurrence	**14**
12. Nonowned Aircraft	**14**
13. Bodily Injury Redefined	**15**
14. Expected Or Intended Injury Redefined	**15**
15. Former Employees As Insureds	**15**
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	**15**
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	**17**
18. Alienated Premises	**17**

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

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

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

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

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

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **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 fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) 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** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

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

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds 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). 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. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, 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:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

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

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written 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 you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, 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:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

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

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SELLAND CONSTRUCTION, INC.

Business name: SELLAND CONSTRUCTION, INC.

Entity type: Profit Corporation

UBI #: 048-006-249

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Mailing address: 1285 S WENATCHEE AVE
WENATCHEE WA 98801-3754

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 2

Filter

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Chelan General Business Non-Resident	1666			Active	Dec-31-2026	Apr-27-2010
East Wenatchee General Business - Non-Resident				Active	Dec-31-2026	Jun-18-2017
Ellensburg General Business - Non-Resident				Active	Dec-31-2026	Jan-05-2024
Ephrata General Business - Non-Resident				Active	Dec-31-2026	Jul-19-2024
Grandview General Business - Non-Resident				Active	Dec-31-2026	Nov-20-2023
Granger General Business - Non-Resident				Pending	Sep-30-2027	
Leavenworth General Business - Non-Resident				Active	Apr-30-2027	Apr-13-2026
Liberty Lake General Business - Non-Resident				Active	Dec-31-2026	Dec-06-2021
Minor Work Permit				Active	Dec-31-2026	Jun-06-2025
Moses Lake General Business - Non-Resident	BUS2011-04251			Active	Dec-31-2026	Jun-27-2011
Moxee General Business - Non-Resident				Active	Dec-31-2026	Nov-05-2021
Selah General Business - Non-Resident	452			Active	Dec-31-2026	Nov-09-2022

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident				Active	Jan-31-2027	Jan-07-2026
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Apr-23-2021
Sunnyside General Business - Non-Resident				Active	Jul-31-2027	Jul-16-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRIZENDINE, ADAM	Vice President
GAUL, JASON	Vice President
HEWITT JR, EDWIN	Secretary, Treasurer
SELLAND, BRADLEY	President

The Business Lookup information is updated nightly. Search date and time: 9/16/2026 2:59:23 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0291		
Cross Ref #			
Project #	2023123		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-7721	**Requisition #**	CR 29012
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	AMENDMENT TO INCREASE FUNDS - GREENE-FREYA-HAVANA BRIDGES DECK		

Agenda Wording

Amendment to increase funds with MJ Hughes Construction, Inc., for the Bridge Deck Repair Bundle - Greene Street, Freya Way, Freya Street, Havana Street project.

Summary (Background)

Rehabilitation of bridge decks involves various unknowns which are only fully discovered once the bridge deck is removed. In the process of construction, more damage than was known was discovered on the Greene Street Bridge. To repair this damage, we request $325,000 in additional spending authority. The approved contract for this work totals $3.5M including administrative reserve. The additional repairs consist of type 1 and type 2 deck repairs, removal/replacement of damaged CFRP reinforcing and modification of the type of overlay material used on the bridge approaches. The new material allows for faster curing, but it is more expensive and will require added traffic control.

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	$ 325,000.00
Current Year Cost	$ 325,000.00
Subsequent Year(s) Cost	$

Narrative

FHWA Local Bridge Program. Federal grant.

Amount		Budget Account
Expense	$ 325,000.00	# 3200-95164-95300-56501-86140
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

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City Clerk's No. OPR 2026-0291
Engineering No. 2023123

City of Spokane

CONTRACT AMENDMENT

Title: **BRIDGE DECK REPAIR BUNDLE GREEN ST, FREYA WAY, FREYA ST, HAVANA ST.**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **MJ HUGHES CONSTRUCTION.**, whose address is 11510 NE 87th Avenue, Vancouver, Washington 98662 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the Bridge Deck Repair Bundle Green St, Freya Way, Freya St, Havana St.; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 15, 2026, and April 16, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on April 16, 2026, and shall run through August 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS** (**$325,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MJ HUGHES 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

26-274

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: M.J. HUGHES CONSTRUCTION, INC.

Business name: MJ HUGHES CONSTRUCTION

Entity type: Profit Corporation

UBI #: 602-279-235

Business ID: 001

Location ID: 0002

Location: Active

Location address: 11510 NE 87TH AVE
VANCOUVER WA 98662-1345

Mailing address: 11510 NE 87TH AVE
VANCOUVER WA 98662-1345

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Auburn General Business - Non-Resident				Pending	Apr-30-2027	
Minor Work Permit				Active	Jun-30-2027	Jul-23-2018
Spokane General Business - Non-Resident				Active	Apr-30-2027	Apr-07-2026
Vancouver General Business - Non-Resident				Active	Jun-30-2027	Dec-18-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HUGHES, MICHAEL	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 2:28:02 PM

Contact us

How are we doing?
Take our survey!

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

MJHUGHE-02 ARASMUSSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2026

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 105 W Evergreen Blvd Ste 200 Vancouver, WA 98660	CONTACT NAME: PHONE (A/C, No, Ext): (360) 695-3301 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Alaska National Insurance Company — 38733
INSURED MJ Hughes Construction, Inc. 11510 NE 87th Ave Vancouver, WA 98662	INSURER B : SAIF Corporation — 36196 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CP1065890	4/1/2026	6/30/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA1065891	4/1/2026	6/30/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE			UM1065893	4/1/2026	6/30/2027	AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		754945	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Spokane
Purchasing & Contracts Department
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

Cynthia A Gonzales

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. **Miscellaneous Additional Insureds**
   8 additional insured extensions.

   Primary and Noncontributory Insurance

2. **Damage To Premises Rented to You**
   Limit increased to $500,000.

3. **Medical Payments**
   Limits increased to $15,000.
   Reporting period increased to three years from the date of accident.

4. **Non-owned Watercraft**
   Increased to 50 feet.

5. **Supplementary Payments**
   Cost of bail bonds increased to $10,000.
   Daily loss of earnings increased to $500.

6. **Newly Formed Or Acquired Organizations**
   Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. **Liberalization Clause**

8. **Unintentional Failure To Disclose Hazards**

9. **Notice of Occurrence**

10. **Broad Knowledge of Occurrence**

11. **Bodily Injury - Extension of Coverage**

12. **Expected Or Intended Injury**
    Reasonable force - bodily injury or property damage.

13. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.

14. **In Rem Actions**

15. **Voluntary Property Damage**
    Limits added: $5,000 occurrence, $10,000 aggregate.

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations. The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf; or

c. "Your Work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

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.

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

This insurance does not apply to:

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

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the

"occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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

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

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

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through h**.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph **6.** 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 fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because or "property damage" to any one premises is the Limit shown in the Declarations or $500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or $15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

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

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

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

(i) Less than 50 feet long: and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A**. does not apply, Paragraph **g. (2)** of **2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

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

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A** and **B**, Paragraph **1.b.**, the limit of $250 shown for the cost of bail bonds is replaced by $10,000;

B. In Paragraph **1.d.,** the limit of $250 shown for daily loss of earnings is replaced by $500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph **6.** – **Representations** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit' is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for "property damage" to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or "suits" for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claims or bringing "suits":

1. Subject to 2. Below, the most we will pay for "property damage" arising from any one "occurrence" arising out of "property damage to property of others caused by you and while in your care, custody or control is $5,000.

2. The most we will pay for the sum of all "property damage" in an annual policy period is $10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance**

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2026 Policy No. CP1065890 Endorsement No.

Insured MJ Hughes Construction Premium Included

Insurance Company Alaska National Insurance Company Countersigned by

Authorized Representative

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CopperPoint Insurance Companies

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR CARRIER COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS** in the Motor Carrier Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy to which it is attached.

Below is a summary of the changes made by this endorsement to the MOTOR CARRIER COVERAGE FORM. This summary is for convenience only. Refer to the specific language for complete details.

1. **EMPLOYEE AS INSURED (HIRED AUTO – LESS THAN 10,000 POUNDS GVW)**
2. **"BLANKET" ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT**
3. **COST OF BAIL BONDS – INCREASED TO $5,000**
4. **REASONABLE EXPENSES INCURRED BY THE INSURED – INCREASED TO $500 PER DAY**
5. **TOWING AND LABOR COSTS - $2,500 PER DISABLEMENT SUBJECT TO $5,000 ANNUAL AGGREGATE**
6. **TRANSPORTATION EXPENSES – INCREASED TO $200 PER DAY/MAXIMUM OF $1,500**
7. **LOSS OF USE EXPENSES (HIRED, RENTED OR BORROWED) INCREASED TO $200 PER DAY/MAXIMUM OF $1,500**
8. **AIRBAG COVERAGE**
9. **FUEL IN VEHICLE COVERAGE - $2,500**
10. **FIRE EXTINGUISHER RECHARGE COVERAGE**
11. **AUTO LOAN/LEASE GAP COVERAGE - $2,500**
12. **PERSONAL PROPERTY COVERAGE FOR DRIVER- $1,000**
13. **TELEMATICS EQUIPMENT COVERAGE - $2,500**
14. **"DOWNTIME LOSS" AND RENTAL REIMBURSEMENT COVERAGE - $150 PER DAY, 30 DAY MAXIMUM**
15. **SINGLE PHYSICAL DAMAGE DEDUCTIBLE PER LOSS**
16. **DEDUCTIBLE ON GLASS BREAKAGE WAIVED IF GLASS REPAIRED RATHER THAN REPLACED**
17. **TRANSFER OF RIGHTS OF RECOVERY AGAINST US (WAIVER OF SUBROGATION)**
18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**
19. **OTHER INSURANCE CHANGES**
20. **BODILY INJURY INCLUDES MENTAL ANGUISH**

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SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. **Who Is An Insured** is amended to include:

f. Any "employee" of yours while operating an "auto" with a gross vehicle weight of less than 10,000 pounds 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.

g. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is 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.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

(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.

2. Towing

We will pay up to $2,500 for towing and labor costs each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

The most we will pay for towing and labor costs is $5,000 in any one policy year.

SECTION II – COVERED AUTO LIABILITY COVERAGE, **Exclusion B.5.** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

SECTION IV – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to $200 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION IV – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an "insured" becomes legally responsible for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is $200 per day, to a maximum of $1,500.

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Section IV – PHYSICAL DAMAGE COVERAGE
The following are added to **A. Coverage:**

5. Airbag Coverage

We will pay the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

6. Fuel in Vehicle

We will pay up to $2,500 for the actual loss sustained as a result of loss of fuel in a covered "auto", used to operate the "auto", caused by a covered loss to the covered "auto." No deductible applies to this coverage.

7. Fire Extinguisher Recharge

We will pay the cost to recharge or replace, whichever is less, fire extinguishers kept in your covered "autos" that are intentionally discharged in an attempt to extinguish a fire. No deductible applies to this coverage.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" for which we pay under the policy's Physical Damage Coverage, we will pay any unpaid amount due on the lease or loan for that "auto," less:

a. The amount paid under the policy's Physical Damage Coverage and any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

The most we will pay as a result of any one "loss" is $2,500.

9. Driver's Personal Property

We will pay up to $1,000 for loss or damage to personal property or effects of any driver of a covered "auto" while contained in that "auto" and caused by:

a. Fire, lightning or explosion;

b. Windstorm, hail or earthquake;

c. Flood;

d. Mischief or vandalism;

e. The sinking, burning, collision or derailment of any conveyance transporting the covered "auto";

f. The covered "auto's" collision with another object; or

g. The covered "auto's" overturn.

We will not pay for loss or damage to coins, currency, securities or contraband.

Exclusions **2.c., 2.e.** and **2.f.** of **Section IV, B., Physical Damage Coverage** do not apply to this coverage.

This coverage is excess over any other collectible insurance. No deductible applies to this coverage.

10. Telematics Equipment Coverage

We will pay up to $2,500 for loss or damage to "telematics" equipment in a covered "auto" caused by a covered cause of "loss". This coverage applies whether or not the equipment is permanently installed in, or mounted on, the covered "auto."

Exclusions **2.c., 2.e.** and **2.f.** of **Section IV, B., Physical Damage Coverage** do not apply to this coverage.

No deductible applies to this coverage.

11. Downtime Loss and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expense you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of $150 per day for a maximum of 30 days for the same physical damage loss, subject to the following limitations:

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a. We will cover "downtime loss" and rental reimbursement expenses beginning the sixth day after:

(1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make the repairs; or

(2) The date you first reported the "loss" to us if we have declared your auto a total "loss"; and

b. Coverage for "downtime loss" and rental reimbursement will end when any of the following occur:

(1) You have a spare or reserve "auto" available to you to continue your operations.

(2) You purchase a replacement "auto."

(3) Repairs to your covered "auto" have been completed by the repair facility and the "auto" has been determined to be road-worthy.

(4) You reach the 30 days of maximum coverage.

Coverage for "downtime loss" and rental reimbursement is excess over any other insurance coverage available.

SECTION IV – PHYSICAL DAMAGE COVERAGE
D. Deductible is replaced by the following:

For each covered "auto", our obligation to pay for, repair, or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

However, if more than one covered "auto" is involved in the same loss, only one deductible will apply to the loss. If the deductible amounts vary, the largest deductible will apply.

No deductible applies to glass breakage if the glass is repaired rather than replaced.

SECTION V – MOTOR CARRIER CONDITIONS, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION V – MOTOR CARRIER CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION V – MOTOR CARRIER CONDITIONS – B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions – f. is replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION VI – DEFINITIONS – Paragraph C. – **"Bodily injury"** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease.

SECTION VI – DEFINITIONS – the following are added:

S. "Downtime Loss" means actual loss of "business income" for the period of time that a covered "auto":

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1. is out of service for repair or replacement as a result of a covered physical damage loss; and
2. is in the custody of a repair facility if not a total "loss."

T. "Business Income" means:

1. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses, including payroll.

U. "Telematics equipment" means:

Equipment, devices, or software, used in vehicle telematics systems.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2026 Policy No. CA1065891 Endorsement No.

Insured MJ Hughes Construction Premium

Insurance Company Alaska National Insurance Company Countersigned by

Authorized Representative

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Alaska National
INSURANCE COMPANY

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No.

Countersigned By _____

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Carrier no: 20001

Endorsement no: WC000313
(Ed. 04-2025)

SAIF policy: 754945 Mj Hughes Construction Inc

Waiver of Our Right to Recover from Others Endorsement

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

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

Schedule

Description:	ALL OPERATIONS
Contractor name:	Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: January 01, 2026

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned January 02, 2026 at Salem, Oregon

WC000313
(Ed. 04-2025)

Chip Terhune
President and Chief Executive Officer

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US IN THE STATE OF IOWA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2026 Policy No. WC 2867500 - 06 Endorsement No.

Insured MJ Hughes Construction Inc Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0348		
Cross Ref #			
Project #	2024074		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	CR 29015
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	AMENDMENT TO INCREASE FUNDS - HIGH VISIBILITY CROSSWALKS		

Agenda Wording

Amendment to increase funds with Road Products, Inc., for the High Visibility Sidewalks project.

Summary (Background)

Because of very good bids received, Engineering Services received permission from WSDOT to add crosswalks at 10 additional intersections all within the original project budget. These additional intersections will add approximately $188,000 to the project cost. However, with an initial administrative reserve of approximately $70,000, we are requesting additional spending authority of $118,000. This project is paid with a federal grant.

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	$ 118,000.00
Current Year Cost	$ 118,000.00
Subsequent Year(s) Cost	$

Narrative

FHWA Highway Safety Improvement Program. Federal Grant.

Amount		Budget Account
Expense	$ 118,000.00	# 3200-95164-95300-56501-86173
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	One-Time

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

N/A

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

Distribution List

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mvallen@spokanecity.org	pyoung@spokanecity.org

City Clerk's No. OPR 2026-0348
Engineering No. 2024074

City of Spokane

CONTRACT AMENDMENT

Title: **HIGH VISIBILITY CROSSWALKS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **ROAD PRODUCTS, INC.**., whose address is 9915 East Trent Avenue, Spokane Valley, Washington 99206 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract as defined below, wherein the Contractor agreed to perform the High Visibility Crosswalks; and

WHEREAS, modifications have been requested, requiring the original Contract to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated April 29, 2026, and May 4, 2026, and including any previous amendments, addendums, extensions, or renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on May 5, 2026, and shall run through August 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS** (**$118,000.00**), and applicable sales tax, for work added to the original contract using unit pricing set forth in the original contract. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SIGNATURES ON NEXT PAGE

ROAD PRODUCTS, LLC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-275

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROAD PRODUCTS, LLC

Business name: ROAD PRODUCTS, LLC.

Entity type: Limited Liability Company

UBI #: 601-603-787

Business ID: 001

Location ID: 0002

Location: Active

Location address: 12301 E EMPIRE AVE
SPOKANE VALLEY WA 99216-1231

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 loca	License #	Count	Details	Status	Expiration date	First issuance d
Airway Heights General Business - Non-Resident				Active	Feb-28-2027	Mar-24-2022
Brewster General Business - Non-Resident				Pending	Jun-30-2027	
Colville General Business - Non-Resident	030625.0			Active	Feb-28-2027	Apr-25-2012
Franklin County General Business - Non-Resident	2746			Active	Feb-28-2027	Jan-20-2021
Spokane General Business - Non-Resident	T12016839BUS			Active	Feb-28-2027	Oct-15-2012
Spokane Valley General Business	00527			Active	Feb-28-2027	Feb-02-2004

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
ROAD PRODUCTS, LLC.	Active	Feb-06-2023
RPI	Active	May-20-2010

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 2:33:46 PM

Contact us

How are we doing?
Take our survey!

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

ARROCON-04 BBORDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2026

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

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

PRODUCER	CONTACT NAME: Brian Borden	
Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: brian.borden@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National Assurance Company	24465
INSURED	INSURER B : Western National Mutual Insurance Company	15377
Road Products, LLC 9915 East Trent Avenue Spokane Valley, WA 99206-4204	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP 1254371	12/31/2025	12/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPP 1252546	12/31/2025	12/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			UMB 1043084	12/31/2025	12/31/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		CPP 1254371	12/31/2025	12/31/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Project 2024074 - High Visibility Crosswalks

City of Spokane is listed as additional insured.

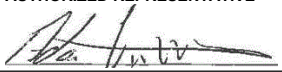
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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

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

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

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

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

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph **3. a**. is replaced by the following:

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

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This Provision **C.** does not apply:

a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

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

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

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

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

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

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

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

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/5/2026
Clerk's File #	OPR 2026-0870
Cross Ref #	
Project #	2023103
Bid #	
Requisition #	CR 29008

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
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?** NO
Agenda Item Name	CONSULTANT AGREEMENT - LATAH BRIDGE REHABILITATION DESIGN

Agenda Wording

Consultant Agreement with Horrocks, LLC, for 60% of the design of Latah Bridge Rehabilitation - Project 2023103. An administrative reserve of 10% of the contract price, will be set aside. (Latah Neighborhood Council)

Summary (Background)

The Latah Bridge (sometimes known as High Bridge or Sunset Bridge) was constructed in 1910 - 1913 and is therefore more than 110 years old. Its condition has deteriorated to the point where the outside lanes were closed to traffic in 2012. This contract is for the design of the rehabilitation of the bridge, likely involving removal of the superstructure down to the arches similar to how the Post Street Bridge and the Monroe Street Bridge were rehabilitated in recent years. The proposed contract is for $2,725,360.14 plus a 10% administrative reserve for a total of $2,997,896. The majority of this contract will be paid with a federal grant with a minority coming from local sources.

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	$ 2,997,896.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 2,897,896.00

Narrative

This design effort is slated to last 2 years, ending in September of 2028.

Amount		Budget Account
Expense	$ 2,997,896.00	# 3200 95164 95100 56501 86129
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

FHWA Surface Transportation Block Grant Program. Federal grant, arterial street fund.

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	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

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mvallen@spokanecity.org	pyoung@spokanecity.org

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

Agreement Number: LA11348 / STBGUL-3756(007)

Firm/Organization Legal Name (do not use dba's): Horrocks, LLC	
Address: 714 N. Iron Bridge Way, STE 201, Spokane, WA 99202	Federal Aid Number: STBGUL-3756(007)
UBI Number: 602-884-898	Federal TIN: 87-0296502
Execution Date: November 4, 2026	Completion Date: September 30, 2028
1099 Form Required: ☒ Yes ☐ No	Federal Participation: ☒ Yes ☐ No
Project Title: Latah Bridge Rehabilitation - Project 2023103	
Description of Work: Design of the following improvements: replacement of the bridge deck, barriers, railing, sidewalks. Rehabilitation of select structural elements.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 2,997,896.00

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: Engineering Dept, 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: jradams@spokanecity.org
Phone: 509-625-6267
Facsimile:

If to CONSULTANT:
Name: Jake Menard
Agency: Horrocks
Address: 714 N. Iron Bridge Way Suite 201
City: Spokane State: WA Zip: 99201
Email: jake.menard@horrocks.com
Phone: 509-241-8775
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: Jonathan Adams

Agency: City of Spokane

Address: Engineering Dept, 808 W. Spokane Falls Blvd, Spokane, WA 99201

City: Spokane State: WA Zip: 99201

Email: jradams@spokanecity.org

Phone: 509-625-6267

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. 2023103

See attached

LATAH BRIDGE RECONSTRUCTION DESIGN

SCOPE OF WORK

Prepared For: City of Spokane

Prepared By: Horrocks

Date: August 17, 2026

Horrocks.

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Project Overview

The Latah Bridge Reconstruction Design project will repair and rehabilitate the deteriorating portions of the existing bridge structure. The bridge is severely load restricted and the sidewalks are closed to pedestrian traffic. Replacement is expected to encompass the deck, stringers and floorbeams, decorative exterior railings and at least portions of the spandrel columns, walls and arches. The project will explore the possibility of widening the new bridge deck to accommodate future traffic demands and alternative transportation modalities. Utilities and bridge lighting will also be addressed. The current funding will take the project to approximately 60% completion. The design team will support grant application efforts to secure construction funding throughout this initial contract phase.

The project will be scoped through design to PS&E documentation. The design team will work to meet expectations and maximize funding, up to 60% complete and beyond, at the direction of the City.

- Phase 1: Pre-design Validation
- Phase 2: Preliminary Design, Intermediate Design, including support for Planning/Environmental
- Phase 3: Final Design & PS&E, as-needed support for Environmental documentation
- Phases 1 and 2 are included in the agreement (Tasks 1-4). Phase 3 (Task 5) scope included but will be negotiated at a later date when funding becomes available.

Project Coordination

- The text uses the following references for the owner and their representative, the prime consultant, and their subconsultants:
- CITY = City of Spokane (Project Sponsor and Client)
- WSDOT = Washington State Department of Transportation Highways and Local Programs personnel tasked with the review of the final PS&E readiness.
- HRKS = Horrocks or Consultant (Prime Consultant for the project) providing project management, bridge design, survey, traffic, and quality management.
- PMX = Parametrix is a subconsultant to Horrocks providing roadway, lighting and utility design and independent structural review of the bridge design.
- RSS = Russo Structural Services is a subconsultant to Horrocks providing structural subject matter expert (SME) input, oversight and guidance to the bridge design.
- Aadland = Aadland, Inc is a subconsultant to Horrocks providing constructability reviews, scheduling, and cost estimates.
- GEO = GeoEngineers is a subconsultant to Horrocks and will perform geotechnical engineering services
- Fickett = Fickett Structural Solutions is a subconsultant to Horrocks providing bridge inspection services.

Duration

Phase 1: three (3) months for pre-design validation

Phase 2: Twelve (12) months for Preliminary and Intermediate Design; additional six (6) months to support environmental documentation.

Phase 2: Nine (9) months for 90% Design & PS&E Documents

Assumptions

- CITY is the agreement administrator and will manage the contract.
- The project limits are approximately at the intersection of Sunset Blvd and W 4th Avenue on the east and at the intersection of Government Way and Sunset Blvd on the west.
- The design year for traffic projection purposes is assumed to be 2050.
- Coordination with WSDOT for MOT is expected.
- No work will occur within the OHWM of Latah Creek.
- Based on the WSBIS records and the 2025 Level 1 Bridge Scour appraisal, the bridge is not scour critical and is likely founded on bedrock. Hydraulic analysis and scour analysis is excluded.
- Reconstructed portions of the bridge will be designed to current AASHTO standards. For elements to be salvaged, design exceptions are anticipated to develop a reasonable approach to justifying the capacity and serviceability of these members.
- Seismic analysis is excluded from the scope of work. If the seismic design category is determined to be "B" or higher, (determined after geotechnical exploration and before preliminary design) the width of the bridge will be limited such that the additional mass is less than a 10% increase.

Items to be Provided by the CITY

- Historic traffic data for estimating the future volumes on I-90 in the study area.
- Existing bridge inspection reports and as-builts.

The following milestone schedule outline is proposed as a guide for developing the detailed project CPM schedule. Delays by the CITY or other reviewing agencies may require recalculation and/or extension of the overall project schedule.

- November 2026 – Project Kickoff
- November 2026 – In-depth Inspection; Material Sampling; begin Phase 1
- December 2026 – Testing of Material Samples
- December 2026 – February 2026 – Completion of Phase 1 Pre-Design Validation
- March 2027 – February 2027 – Prelim (30%) & Int (60%) Design (Phase 2)

Task 1: Project Management (HRKS)

1.1 PROJECT INITIATION

Horrocks will set up the project files and prepare a Project Management Plan (PMP) for use by the project team. The PMP will include key project information such as team contact information, communication protocols, project delivery process, key milestones and Deliverables, and the Quality Management Plan (QMP).

Assumptions

- Horrocks' standard format for the PMP and QMP will be used.

Deliverables

- Project Management Plan (including QMP)

1.2 TEAM AND PROGRESS MEETINGS

The kick-off meeting will focus on the project objectives, key success factors, and design parameters. It is anticipated that this meeting will include members of the Consultant Team and the CITY.

Joint Progress/Team Task Lead meetings with the CITY and design team will be conducted an average of monthly throughout the duration of the agreement. Meetings may be conducted via conference call or in-person. The Horrocks PM will attend all progress/Task Lead meetings. Team task leads will attend progress meetings as needed to discuss specific project tasks.

Horrocks will provide regular coordination, as needed, with the CITY, WSDOT, and relevant agencies. Included in this task is attendance at twenty (20) miscellaneous additional meetings. This task also includes effort associated with preparation and documentation for each meeting.

Assumptions

- The kick-off meeting will be a hybrid Teams/in-person and is assumed to be a maximum duration of two (2) hours. Four (4) Horrocks, two (2) PMX, one (1) representative each from RSS, Aadland, GEO, and Fickett will attend the kick-off meeting. No travel for out-of-town team members is included solely for the purpose of attending this meeting.
- For estimating purposes, the following number of Progress/Team Task Lead meetings are assumed. Meetings are assumed to be one and one-half (1.5) hours in duration:
    - Horrocks two (2) staff, 24 meetings; PMX one (1) staff, 12 meetings; GEO & Fickett one (1) staff each, 3 meetings; RSS & Aadland one (1) staff each, 6 meetings.
    - Meetings held virtually on Microsoft Teams
- For estimating purposes, the following is assumed for miscellaneous meetings. Meetings are assumed to be an average of two (2) hours in duration, including any preparation time.
    - Horrocks two (2) staff, twenty (24) meetings.

Deliverables

- Meeting attendance and action item summaries

1.3 SCHEDULE

The initial detailed design schedule will be prepared and utilized as the baseline schedule for the project. Updates will be provided monthly in a tracking schedule format.

Deliverables

- Initial design schedule
- Twenty-Four (24) monthly schedule updates

1.4 SUBCONSULTANT COORDINATION

Horrocks will prepare all subconsultant agreements. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreements.

1.5 PROJECT ADMINISTRATION

Horrocks will staff and manage a project team to provide project deliverables, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and overall project coordination of tasks with the CITY and the project team.

Deliverables

- Monthly Invoicing with brief explanation (4-5 sentences max) of what work was completed during the billing period, including any unforeseen issues.

Task 2: Phase 1: Pre-Design Validation

2.1 SURVEY (HRKS)

Horrocks will provide survey services to support the design, analysis, visualization, environmental documentation, and construction of the Latah Bridge Reconstruction project. Survey will include establishment of control, collection of existing conditions, preparation of mapping and 3D data deliverables, and phased reality capture during construction.

Survey data collected throughout the project will be referenced to a consistent control framework to support coordination, comparison between phases, and development of record documentation.

2.1.1 Project Control and Datum

Horrocks will establish horizontal and vertical control to support survey and LiDAR data collection throughout the project corridor.

Control will be tied to the project datum as directed by the CITY and/or WSDOT and established with sufficient redundancy to support network adjustment and multi-platform data registration. Independent check points will be collected for quality assurance and validation.

All survey work will be referenced to the following datums unless otherwise directed by the CITY:

- Horizontal Datum: North American Datum of 1983 (NAD 83), Washington State Plane Coordinate System, North Zone, U.S. Survey Feet
- Vertical Datum: North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet

The most current geoid model available at the time of survey will be utilized.

This project will be established on the current published NSRS datums (NAD 83 / NAVD 88). Transition to future NSRS datums, including NATRF2022 and NAPGD2022 or their successors, is not included in this scope and may be performed as an additional service if required.

Survey services will be performed consistent with applicable standards, including:

- WSDOT Survey Manual
- WSDOT Bridge Design Manual, as applicable
- Applicable AASHTO guidelines
- Applicable federal, state, and local agency requirements

2.1.2 Design Survey

Horrocks will collect existing conditions within the project limits using a combination of LiDAR and conventional survey methods, as appropriate for site conditions.

Data collection methods may include terrestrial LiDAR scanning, mobile LiDAR, UAV-based LiDAR/photogrammetry, conventional survey methods, or a combination of methods, as appropriate for site conditions and project needs.

Survey will include:

Bridge and Structural Elements

- Bridge deck, curbs, barriers, and sidewalks
- Visible structural elements including arches, columns, piers, and abutments
- Underside geometry necessary to support design development

Roadway and Site Features

- Roadway surfaces and tie-ins at bridge limits
- Shoulders, slopes, and drainage features
- Guardrail, striping, and signage
- Valley floor and embankments
- Surface features necessary to support design development

Utilities

Visible surface utility features including poles, vaults, valves, inlets, manholes, and appurtenances

Survey will include identification and mapping of the Ordinary High Water Mark (OHWM) within the project limits, where observable, based on standard field indicators.

Hydrographic survey is not included in the base scope. If site conditions prevent adequate identification of the OHWM, supplemental survey efforts may be performed upon authorization.

2.1.3 Data Processing and Quality Control

Survey data will be processed and adjusted to project control. Data from multiple collection methods will be integrated into a unified project dataset.

Quality control procedures will include comparison to independent check points and review of critical features.

2.1.4 Construction Phase Reality Capture

Horrocks will perform phased reality capture during construction to document site conditions, support project coordination, and maintain an up-to-date digital representation of the bridge throughout construction.

Services will include:

- Pre-construction data collection to establish baseline existing conditions
- Periodic data collection at key construction milestones
- Post-construction data collection to document completed improvements

Collected data will be registered to project control to maintain consistency between capture phases and support development of the construction digital twin dataset. Deliverables may include:

- Registered point cloud datasets for each construction phase
- Updated existing conditions model reflecting major construction milestones
- Supplemental surface models, imagery, or visualization products as appropriate for project coordination and record documentation

Deliverables

Survey deliverables will support engineering design, modeling, and visualization efforts and will include:

- Survey control point file
- Topographic mapping of the project area
- Digital terrain model (DTM)
- Breaklines and feature mapping
- Registered point cloud datasets
- Existing conditions model derived from survey and LiDAR data
- Survey control summary and quality control documentation

2.1.5 Agency Coordination and Site Access

Horrocks will coordinate with applicable agencies as necessary to support survey data collection within the project limits.

Coordination may include:

- Airport Coordination: Coordination with applicable aviation authorities for unmanned aerial system (UAS) operations, including airspace authorization as required.
- Railroad Coordination: Coordination with railroad entities if access or work occurs within or adjacent to railroad right-of-way.

- WSDOT Coordination: Coordination with WSDOT for access, traffic control, and work within state right-of-way, as applicable.
- Parks and Public Lands Coordination: Coordination with City of Spokane Parks or other agencies for access within public lands or restricted areas.

Horrocks will support coordination efforts; however, final approval of access, permits, and work restrictions is subject to the governing agency.

2.2 STRUCTURE VALIDATION

2.2.1 Preliminary Structural Capacity Validation (HRKS)

Horrocks will analyze the portions of the existing structure that will be rehabilitated. This effort will determine maximum capacities of all remaining structural elements in order to inform the design development and selection of a typical section.

A finite-element model (FEA) will be built using CSiBridge. Model geometry, including sizes of arches, piers, etc, will be created in CAD to be imported into the FEA model. The model will include assumptions of material strengths and existing condition ratings that can be confirmed/updated upon receipt of material testing report and inspection report results. The model results will be used to produce load rating values for the arches and piers.

Horrocks will host an in-person workshop with the City, bridge engineering and constructability teams (HRKS, RSS, Aadland) and other discipline leads (as necessary). The purpose of this workshop will be to discuss/brainstorm project constraints, design assumptions, and constructability issues as they relate to the structural analysis of the bridge.

Depending on the outcome of the geotechnical investigation (see 2.3), the seismic design category will have a direct impact on the proposed typical section. If the seismic design category is determined to be “B” or higher then the overall width of the proposed typical section will need to be limited such that the increase in mass is less than 10%. If the SDC is A, then the typical section is not limited by seismic criteria. The report will include possible typical sections for consideration to carry forward into Preliminary Design.

Assumptions:

- Removal of existing elements will extend to the top of arches (ie – will include spandrel elements) and include the enclosed approach spans.
- FEA model will be carried forward for use during preliminary and final design tasks
- In-Person workshop will take place immediately following the project kick-off meeting
- In-Person workshop will last 1 ½ days (12 hours)

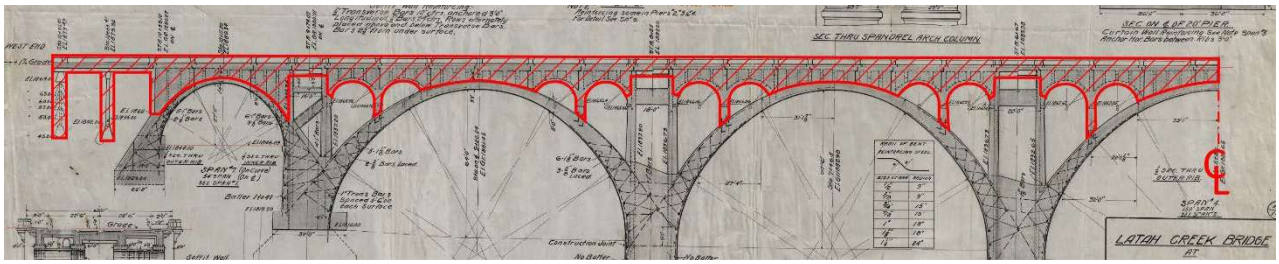


Figure 1 – Proposed Removal Limits (West Half shown, East Half Sim)

Deliverables:

- Report summarizing the design approach, assumptions, decisions, and findings. The report will identify bridge elements (or locations of elements) requiring strengthening and provide recommendations/parameters to allow the widened typical section to be finalized.

2.2.2 Bridge Inspection (Fickett)

Fickett will perform an In-Depth field inspection of the structure's concrete arches, interior piers, and abutments. Rope access will be utilized to access surfaces of each arch, as well as the full-length exterior and interior faces of the piers and abutments. Fickett will also perform Routine inspection of the structure per NBIS and WSDOT inspection standards. All inspections and engineering work will be conducted under the direct supervision of a Professional Engineer, registered in the State of Washington, and with current WSDOT Certified Bridge Inspection Team Leader Status.

Traffic Control Plans for Single Lane Closure with Flagging (by HRKS):

- Develop Traffic Control plans for RW Obstruction permit
- Traffic Control will include plans and details for a single lane closure with flagging.
- Detour plans will not be required.

In-Depth Bridge Inspection Services will include:

- Review of existing documentation including as-built plans, prior inspection reports, and repair documentation.
- Pre-inspection planning to confirm schedule, access methodology, and deliverable format.
- Preparation of pre-inspection safety documentation including a Job Hazard Analysis (JHA), Health, Confined Space, and Safety Plan (HASP), and rope access/climbing plan per applicable SPRAT standards.
- In-Depth field condition inspection to inventory defect type, size, severity, and location on all in-scope elements.
    - Visual inspection of surfaces
    - Physical inspection of surfaces
        - Hammer sounding to identify suspected areas of concrete delamination.
        - Crack width measurements to support repair design.
    - UAS flights as necessary to supplement rope access on otherwise inaccessible surfaces.
- Coordination with the Owner and Horrocks to confirm scope extents, access requirements, and traffic control or right-of-entry needs.

Routine Bridge Inspection Services will include:

- Perform a Routine bridge inspection meeting NBIS and WSDOT inspections standards, at the same time as the In-Depth bridge inspection is being performed. This will include adding one additional day to the In-Depth inspection trip to complete the Routine.
- Update all inspection observations, reporting, maintenance recommendations, photographs, and NSTM reports into the WSDOT BridgeWorks database.

Assumptions:

- Field inspection work is anticipated to require six days of on-site work with a crew of four inspectors.
- Fickett will provide rope and confined space access equipment to access the main arches, and the exterior and interior surfaces of the piers and abutments.
- Rope access will be utilized to access surfaces of each arch, as well as the exterior and interior faces of the piers and abutments.
- Inside face of interior arch inspected only if UAS flights or visual inspection reveals signs of deterioration
- Rope access will utilize concrete cores through the bridge deck at the inside and outside face of pier walls
- Single-lane closures for EB/WB respectively will be necessary.
- Owner will provide right-of-entry and coordinate any required site access permits prior to mobilization.
- Owner will provide guidance on how to navigate concerns or requirements regarding wildlife. Delays or re-mobilization due to wildlife avoidance requirements are not included in the schedule or costs.
- Owner will provide all plans, documents, and project specifics necessary for Fickett to complete the In-Depth inspection.
- Field work assumes reasonable weather conditions for rope access work; delays or re-mobilization due to heavy rain or winds are not included in the schedule or costs.

Deliverables:

In-Depth Bridge Inspection:

- Field notes documenting inspection observations.
- Drawings depicting defect type, size, severity, and location by element.
- Spreadsheet inventory of defect quantities organized by element and defect type.
- Photographs and photo log keyed to defect drawings and spreadsheet.
- Engineering report including executive summary and overall condition assessment.

Routine Bridge Inspection:

- A signed hard copy of the WSDOT Routine bridge inspection report, complete with photographs.

2.2.3 Material Testing (HRKS)

Samples will be taken to perform tests to confirm or determine: concrete compressive strength, chloride ion content, and concrete carbonation. Horrocks will engage a material testing firm and coordinate

where samples will be taken and will be on-site when concrete cores are taken to provide direction. One concrete cylinder will be taken from each horizontal layer between existing construction joints on the piers and arches. These samples will be spread out and not all taken from a single pier. Powder samples will be taken from the cores by the testing firm. These results will be used in conjunction with the testing performed as part of the 2012 study.

The concrete cylinders will be tested for compressive strength in accordance with ASTM C39.

The powder samples will be tested for chloride ion content in accordance with AASHTO T 260.

Phenolphthalein tests will be used to test carbonation depths.

Assumptions:

- Maximum of ten (10) concrete cylinders and powder samples
- Investigation sites will be repaired after removal of cores
- No samples will be taken from bridge elements that are to be removed
- Consultant will provide TC
- This will fall under a maintenance activity within the City Municipal Stormwater Permit. No additional permits will be needed. Consultant will follow any applicable BMP's to control concrete dust and slurry.
- Consultant will be responsible for securing the area below the work to protect the public from falling debris.

Deliverables:

- Summary Report of findings

2.3 GEOTECHNICAL (GEO)

The scope of geotechnical services will depend on the level of analysis required to complete the geotechnical and structural design of the proposed improvements. We understand the project could include replacement of existing abutments and approach retaining walls, widening the bridge deck which could result in increased loads on existing pier foundations, and construction of new stormwater infiltration facilities. Therefore, we anticipate completing the following geotechnical evaluations for this phase of the project:

- Developing recommendations for the design of new abutment foundations and approach retaining walls.
- Estimating the bearing and lateral resistance of existing foundations in accordance with current AASHTO LRFD methods.
- Overall (global) stability analyses of existing and proposed walls and foundations located near or on existing slopes.
- Developing recommendations for design of stormwater facilities.
- Seismic evaluation, which could include providing seismic site classification(s), seismic design parameters, seismic earth pressure parameters, and shear modulus values for site soil

These tasks form the basis for field exploration, laboratory testing, and engineering analysis scope presented below. As the project progresses, if any of these elements are deemed unnecessary, or if additional analysis requirements come to light, modifications to the geotechnical scope might be required.

2.3.1 Data review

Geo will Compile and review previous readily available plans and geotechnical data (from GeoEngineers files, City of Spokane files, and from state agencies) including geologic maps, and previous geotechnical reports for projects located near the project site.

2.3.2 Coordination of Field Activities

GEO will coordinate with Horrocks and the City to identify exploration locations and requirements for exploration equipment access and permitting. Geo will mark exploration locations and arrange for public and private utility locates of the exploration locations. Geo will coordinate with the City to obtain street obstruction permits and will provide subcontracted traffic control services as needed to facilitate geotechnical field activities.

We assume that GeoEngineers will not be responsible for environmental and culture resources permitting and observations, if needed.

2.3.3 Explorations

We anticipate that the field exploration program could occur in multiple phases as the project progresses. Preliminarily, we anticipate borings will be drilled at the following locations:

- Two borings near the west abutment, advanced to depths in the range of about 15 to 20 feet below ground surface (bgs).
- Two to four borings near the proposed reconstructed east abutment and approach walls, advanced to depths in the range of about 50 to 130 feet bgs.
- Four borings near existing piers within the valley bottom, advanced to depths in the range of about 50 to 75 feet below site grade.
- Two to four additional borings or test pits near proposed stormwater facilities, advanced to depths up to approximately 30 feet bgs.

Borings will be drilled to target depths or until the presence of bedrock is confirmed, or drilling progress is refused, whichever is shallowest. Soil samples will be collected at approximately 2.5- to 5-foot depth intervals using split barrel samplers. If fine-grained (silt or clay) soil is encountered, relatively undisturbed (Shelby tube) samples might be collected. Up to 20 feet of rock core will be collected if rock is encountered. Borings will be backfilled (abandoned) in accordance with applicable State of Washington regulations.

Test pits, if conducted, will be excavated to depths in the range of about 5 to 15 feet below site grade. Representative soil samples will be collected from the test pits. At the conclusion of excavation, test pits will either be backfilled with excavated soil, or with imported drain rock for infiltration testing. Excavated soil not placed back in excavations will be left on site.

A detailed log of the explorations will be recorded by GeoEngineers' field representative.

2.3.4 Geophysical Testing

GEO will subcontract a geophysical subconsultant to conduct up to three surface-wave and/or microtremor surveys (one near the west abutment, one in the valley bottom, and one near the east abutment) to measure the shear wave velocity of subsurface materials within the upper 100 feet below site grades as a basis for determining the seismic site classification(s).

2.3.5 Infiltration Testing

GEO will conduct up to two total borehole infiltration tests or test pit infiltration tests as a basis for estimating infiltration rates or drywell outflow rates for new infiltration facilities. Tests will be conducted in general compliance with the 2024 Stormwater Management Manual for Eastern Washington (SWMMEW), WSDOT Highway Runoff Manual (HRM), or the Spokane Regional Stormwater Manual (SRSM).

2.3.6 Groundwater Level Monitoring

At least one boring drilled within the valley bottom near proposed stormwater infiltration facilities will be converted to a groundwater monitoring well. The well will be instrumented with an electrical pore pressure transducer to collect daily groundwater level measurements through at least one high-groundwater season (typically late winter through spring) as a basis for estimating seasonal high groundwater levels for infiltration facility design.

2.3.7 Laboratory Testing

GEO will conduct laboratory testing of select soil samples. The laboratory testing program could include:

- Up to 25 sieve analyses of soil samples.
- Up to 20 percent passing the No. 200 sieve (washes).
- Up to 1 triaxial consolidated undrained shear test.
- Up to 1 one-dimensional consolidation test.
- Up to 10 point load index tests or unconfined compression tests of rock core.
- Up to 2 California bearing ratio (CBR) tests of subgrade soil.
- Up to 4 corrosion suite tests (pH, resistivity, sulfates, and chlorides) of soil (tests will be performed by a subcontracted laboratory).
- Up to 4 cation exchange capacity and organic matter tests of soil at proposed stormwater infiltration areas (tests will be performed by a subcontracted laboratory).

2.3.8 Engineering Analysis

GEO will:

- Evaluate results of field explorations and laboratory testing, develop subsurface models and estimate pertinent physical and engineering properties of soil and rock.
- Estimate the bearing resistance (service, strength, extreme event) limit states of existing foundations and lateral resistance parameters using analytical (spreadsheet-based) methods.
- Develop recommendations for design of new abutment and approach wall foundations, including bearing resistance for the service, strength, and extreme event limit states, soil parameters to estimate lateral sliding resistance, and lateral earth pressure criteria to estimate lateral loads on buried elements.

- Evaluate overall (global) stability of site slopes in relation to existing and proposed foundations. and provide recommendations for ground improvement to reach minimum safety factor criteria as applicable.
- Develop seismic design parameters including seismic site classification, seismic design parameters, seismic lateral earth pressures, and shear modulus values for site soil.
- develop an opinion regarding the feasibility of infiltration within proposed stormwater infiltration facilities and provide design infiltration rates and drywell outflow rates, as applicable.
- Provide recommendations for pavement thicknesses for reconstructed approach roadways.

2.3.9 Reporting

Geo will prepare design memorandums for individual aspects of the project as necessary, and compile the results of the explorations, testing, conclusions and recommendations into a final report.

Assumptions:

- Borings will be drilled using truck-or track-mounted drilling equipment. Limited access drilling equipment will not be required.
- Explorations will be completed during regular weekday business hours.
- Borings will not have to be drilled through the existing bridge deck, on existing site slopes, or at each pier location.
- Proposed stormwater infiltration facility locations will be identified by the design team before mobilizing for drilling stormwater borings.
- Field work will occur during the spring, summer, or fall months and not during inclement weather.
- Contaminated soil and groundwater will not be encountered during exploration activities.
- Environmental sampling and testing of soil and groundwater will not be required.
- Geo will not pay for cultural resources monitoring, if required.
- The city will review and approve traffic control plans prepared by Geo's traffic control subcontractor.
- Traffic counts will be collected by the City and available for use in estimating traffic loads for pavement thickness design.
- Up to three technical memorandums (draft and final) and one report (draft and final) will be provided by GEO.
- One round of comments will be provided by the City for each deliverable.
- The City will approve final deliverables.

2.4 TRAFFIC ANALYSIS (HRKS)

Horrocks will provide traffic analysis to inform both the final design and maintenance of traffic (MOT) activities. This work will include data collection, analysis and reporting. There will be touchpoints with the City at defined intervals where the City will provide direction based on analysis results to date. This scope assumes that the analysis is as required for a Categorical Exclusion rather than an Environmental Impact Statement. This does not include a detailed operational examination of the impacts of the ultimate bridge deck configuration, but it does include a moderately detailed analysis of one construction

scenario sufficient to demonstrate the impacts to I-90 and the I-90 ramps of a full closure of Sunset Boulevard.

2.4.1 Traffic Data

Traffic Counts will be taken on an as-needed basis based on feedback from the City and stakeholders.

Existing Data

- The City has provided AADT counts on the bridge from 2018 and 2023, and a pedestrian and bicycle count from June of 2026.
- Spokane Regional Transportation Council (SRTC) Performance Measurement System (PeMS) has data on I-90 and US-95 in the study area.

Count locations based on findings

Based on the findings of initial investigation into maintenance of traffic, Horrocks will conduct turning movement counts at up to 10 intersections during the peak hours. Possible count locations include:

- W Sunset Boulevard and S Government Way
- W Sunset Boulevard and S Coeur d'Alene Street
- W 2nd Avenue and Maple Street
- W 3rd Avenue and S Maple Street
- I-90 WB Ramps and S Maple Street
- I-90 EB ramps and S Maple Street
- I-90 WB offramp and Garden Springs Rd.
- S Rustle Street and Sunset Blvd
- W Riverside Avenue and S Government Way
- Another key intersection as identified in the analysis.

Conduct up to three (3) 24-hour vehicle and pedestrian counts at

- Key river/creek crossings or other key location(s) on the proposed detour routes such as the Latah Creek crossings of S Inland Empire Way and Riverside Road, or the Spokane River Crossing of N T J Meenach Drive.

Origin-Destination Probe data

Origin-Destination (O-D) Data: Horrocks will utilize our probe data contract with SMATS to provide O-D data to determine the sources of traffic using the bridge. This data is included in Horrocks overhead and provided without separate cost to projects.

2.4.2 Bridge Traffic Design

2.4.2.1 Bridge Cross Section and Transition to Existing Approaches Investigation

Horrocks will identify the proposed configuration of the Bridge based on the following parameters

- Assumption: there will be up to two travel lanes in each direction per City direction and the terms of grant applications.
- Assumption: the width of the bridge may need to be kept within 10% of existing to stay within a less intrusive seismic analysis. Note that this may conflict with the first assumption.

- Sidewalk and bike lanes will be recommended based on the City's transportation master plan and standard policy. Moveable barriers between vehicles and pedestrian facilities will be explored for future flexibility.
- The striping plan will show a transition to existing lane configurations as quickly as possible on either side of the bridge (that is, near-term conditions assuming minimal changes to bridge approach configurations).
- Assumption: Any future changes to Sunset Blvd on the bridge approaches will be accomplished as a separate project.

Deliverables

- A short (less than 10 page) report identifying the policy points used to develop the proposed roadway cross-section on the bridge
- 3 conceptual level striping plans showing
    - Full future 4 lane cross section on bridge with transitions from the proposed bridge cross-section to existing approach lane configurations
    - Alternative striping plan to provide lane continuity with existing approach lanes with bridge width sufficient to provide for a 4-lane cross section in the future
    - Alternative striping plan with bridge width limited to the one lane each direction and total width held to within 10% of the existing width.
- Facilitation of a design discussion with the City to confirm bridge cross section and the conceptual design for striping on the bridge and approaches. The report will be updated to include the outcome of this discussion.

2.4.3 Maintenance of Traffic Analysis

This task evaluates traffic operations and diversion associated with potential closure scenarios of the Latah Bridge along W Sunset Boulevard in Spokane. This approach will start with simple assumptions and seek to answer questions of how traffic will be maintained using logic backed up as necessary to by data collection and analysis. Rather than analyze many scenarios in great detail, the analysis process will focus on finding critical points that eliminate ineffective or inefficient alternatives with a minimum of effort.

2.4.3.1 Identification of Likely Construction Traffic Configuration

2.4.3.1.1 Elimination of Less Feasible Alternatives

Horrocks will document the high-level reasoning why full closure of the bridge with detour routes on existing roadways is the most feasible option for bridge construction. A short description of the following alternatives will present the key arguments for each and against each.

- Full closure of the bridge with detour on existing routes (preferred alternative)
- Full closure of bridge and provision of temporary structure parallel to existing bridge
- Partial closure of the bridge with 1 lane open and limited access
- Seasonal closure of the bridge (i.e. summer fully open / non-summer closed)

This analysis will also present existing pedestrian and bicycle volumes on the bridge and provide a high-level overview of possible detour scenarios:

- Detour routes on existing pedestrian infrastructure
- Detour routes made possible by adding pedestrian infrastructure

- Shuttle Bus alternatives
- Temporary pedestrian infrastructure

Deliverables

- Presentation of alternatives to the City
- Feasibility Memo identifying:
  - The range of solutions considered both vehicle and pedestrian detours.
  - Which solutions may be eliminated and why

2.4.3.1.2 Review of Traffic Patterns with Bridge Closure and Identification of Primary Diversion Routes

Based on conversations with the City and prior work, Horrocks expects that a full closure of the bridge during construction is a highly likely outcome. This scope assumes a full closure, but could be modified to accommodate other scenarios based on the results of Section 2.4.3.1.1.

Traffic diversion patterns will be developed using SRTC travel demand model outputs (SMATS Origin-Destination data may also be consulted). The 2030 Travel Demand Model will be run with and without a roadway connection across the bridge on Sunset Boulevard. The difference in peak hour trips with and without the connection on the bridge will be mapped and routes that gain more than 30 trips when the roadway connection on the bridge is absent will be identified.

From these expected diversion numbers, Horrocks will develop up to three proposed diversion routes – one to be signed in the field and up to two additional routes that can be publicized in a public outreach campaign as alternatives to the signed detour route.

These results will be presented to City staff for review and comment. With comments from the City incorporated, the proposed detour routes will be released to stakeholders for comment.

Deliverables

- Primary Diversion Route Identification Report, identifying the up to 3 diversion routes (1 to be signed, 2 additional to be advertised via media) and the approximate amount of traffic diverted per the 2030 SRTC travel demand model
- Work with the City and Stakeholders to answer questions and determine what (if any) the scope of analysis on the diversion routes should be.

2.4.3.1.3 Analysis of Diversion Route

Based on comments from City Staff and other shareholders, Horrocks will, provide a detailed analysis of traffic operations at key intersections and freeway segments on the proposed detour route(s). This additional analysis will be provided as needed to answer questions raised by the City and Stakeholders upon review of the proposed route and the rough estimate of traffic volumes from the travel demand model.

Traffic operations will be analyzed for one peak hour using a 2030 forecast year. Up to 10 study intersections will be evaluated in Synchro or PTV Vistro to assess intersection delay and level of service (LOS). It is assumed that I-90 will be one of the primary detour routes, and that microsimulation using PTV Vistro will be required to understand the impacts of additional traffic on I-90. Analysis of intersections that include I-90 ramps may be conducted in Vissim rather than Vistro or Synchro.

Analysis of pedestrian/bike alternative routes will focus on the out of direction travel (both horizontal and vertical) and additional travel time required for the ped/bike detour.

Assumptions

- Analysis will focus on a single diversion scenario that may divided traffic across multiple routes.
- Up to 10 study intersections will be analyzed.
- Analysis will be based on one peak hour analysis (the highest traffic during either the AM or PM Peak hours) and will be developed for a 2030 forecast year.
- Traffic forecasts will be developed using the most recent SRTC model output. All model outputs will be post-processed using NCHRP 765 techniques.
- The Synchro or PTV Vistro traffic analysis software tools will be used for intersection traffic operations analysis.
- PTV Vissim will be used to analyze freeway operations on I-90 between US-2 and Monroe Street.

Deliverables

- Technical memorandum documenting methods and results
- Summary of diversion patterns and traffic operations results
- Identify mitigations to traffic issues identified on diversion route.

Task 3: Visualization/Public Involvement (Phase 1 & 2) (HRKS)

Horrocks will provide 3D visualization services to support the environmental documentation, design, public involvement and engagement, and construction of the Latah Bridge Reconstruction project. This work will include producing a photo-realistic model of the bridge and surrounding area. The survey data collected will be tied to ground control and a reality mesh created. Both the existing structure and proposed new design will be modeled.

Assumptions:

- Modeling will utilize OpenRoads/OpenBridge designer
- Renderings and specific views of the bridge model will utilitize LumenRT

Deliverables:

- Environmental Documentation: 3-5 unique views to support descriptions of existing conditions; 3-5 views to support documentation of new conditions to match existing.
- Public Involvement & Engagement: Flyover/through video from east to west end of bridge; 3-5 graphic images to use on posters for public meeting. PM will attend up to three 4-hour public meetings facilitated by the CITY;
- Design/Construction: 3D model for coordination purposes

Task 4: Phase 2: Preliminary & Intermediate Design

This task consists of progressing design to the development of contract plans, specifications and estimate for advertisement for the rehabilitation of the Latah Creek Bridge. The design team will provide submittals for CITY review at Preliminary Design (30%), Intermediate Design (60%), Final Design (90%),

and PS&E Design (100% signed/sealed Ad-Ready). After CITY reviews, all comments will be responded to using a Bluebeam comment resolution procedure or similar method and incorporated as appropriate in the next submittal. The last submittal will include stamped and signed Ad-Ready plans, specifications and estimate.

Assumptions:

- Plans will be developed using AutoCAD Civil3D.
- Full-size plans will be 22x34
- Specifications will follow WSDOT Standard Specifications format, as modified by the City of Spokane

4.1 PRELIMINARY DESIGN (30% DESIGN)

Preliminary design will be developed to complete major design elements for geometric design review. Initial pay items and quantities will be developed. Due to the unique character of Latah Bridge, cost per unit area of bridge deck will not be used. Unit prices and contingencies will be developed in consultation with Aadland, Inc.

4.1.1 Demolition and TESC Plan (PMX)

Consultant will develop a plan that shows the limits of roadway demolition including existing surface features such as driveways, curbs, sidewalk, curb ramps, asphalt pavement, and structure adjustments. Bridge structure and abutment demolition will be shown on other sheets. This plan will also depict the Temporary Erosion Control measures and notes needed to meet City standards.

4.1.2 Roadway (PMX)

Consultant will provide roadway typical sections on and off Bridge, roadway geometrics, surfacing type & depth, guardrail, and construction notes. Left and Right curb profiles will be provided per City Standards. The plan will show existing utilities, existing ROW, existing roadway profile, sidewalk, and curb ramp locations. Plan is anticipated to be 50-scale and will use construction key notes.

4.1.3 Bridge (HRKS)

Preliminary Bridge Design will rely on the WSDOT BDM “Preliminary Plan for Approval” checklist as a starting point to guide the development of the sheets, while the unique character of the bridge and the complex constructability issues will take priority in preliminary design.

- No foundation improvement will be needed for the main piers (1-6)
- Abutments at either end of the bridge will be fully removed and replaced, including foundations.
- Proposed foundation type at abutments will be determined in consultation with GEO and based on their preliminary recommendations.
- To come up with historically sensitive designs for replacement elements such as corbels, railings, and column capitals, the design team will review the as-built details and consult with the City, Ted Aadland (for constructability considerations) and concrete industry experts

4.1.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) at the on-set of design and discuss all major design decisions. Prior to submitting preliminary design, Peer Reviewer(s) will provide review and comments on bridge design. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

4.1.4 Utilities (PMX)

4.1.4.1 Water Main

Assume existing water main can be cut and capped for the duration of construction. No temporary re-route or maintaining the live water main during construction will be required. There will be no sanitary sewer work required for this project.

4.1.4.2 Franchise Utility Coordination

Consultant will prepare and distribute utility notification letters/emails to franchise utility purveyors (i.e. natural gas, power, communications, fiber, etc) that have utilities located within the project limits. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to assist the purveyors in determining any needs to construct, relocated, and/or otherwise modify their facilities in conjunction with this project. Meet with the purveyors as necessary to clarify the proposed work.

4.1.5 Storm Drainage (PMX)

Stormwater management requirements identified; Design criteria defined; locations for treatment/flow control identified and shown on 30% Plan. Plan is anticipated to be 50-scale and will use construction key notes. This scope assumes all storm drainage will be by gravity and no stormwater pump stations will be required.

4.1.6 Illumination (PMX)

Light-level analysis complete, City of Spokane design standards, poles located on bridge are shown, poles and fixtures per City standards, no other decorative or supplementary illumination. Anticipated two plan sheets at 30%.

4.1.7 Signing & Striping (HRKS)

The 30% signing and striping plan will include the horizontal layout for the proposed signing and striping revisions in conformance with City requirements. Signs will be labeled with the codes developed in the Manual of Uniform Traffic Control Devices (MUTCD) as well as the size of each sign. Striping is expected to accommodate a multi-modal component for bike and pedestrian traffic across the bridge.

4.1.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

The 30% work zone traffic control plans will include the detour layout and construction phasing.

4.1.9 Constructability Review, Cost Estimate, Construction Schedule (Aadland)

Aadland Inc will provide a constructability review of the 30% Design plans. Review is expected to cover major items such as access, sequence, means and methods and other considerations having an impact on the construction of the bridge. Construction schedule and cost estimate will include major elements and carry contingencies appropriate with preliminary design.

4.1.10 Assumptions & Deliverables

Assumptions:

- 30% Comment Resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (60%) set.

Deliverables:

- Preliminary Design Plans (PDF)
- Constructability Design Review Comments from Review of Preliminary Plans (PDF)
- Cost Estimate carrying 30% contingency (PDF)
- Construction Schedule Gantt chart (PDF)
- Completed 30% comment resolution log with responses to comments. (Excel)

- Probable Sheet List at Preliminary (30%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Pier Plan and Elevation (Piers 1-6)	6
Bridge Typical Section	1
Utilities	
Water Main Plan	1
Drainage	
Storm Drainage Plan	1
Illumination	
Illumination Plans	2
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	1
Detour Overview	1

4.2 INTERMEDIATE DESIGN (60% DESIGN)

Intermediate Design will incorporate all City comments from the 30% review and add additional details as appropriate to bring the plans to a 60% level. The plans at this stage will include all major design elements with sufficient detail to support the cost estimate and specification development appropriate for intermediate design. The following are discipline specific scope items in addition to the aforementioned, as applicable.

4.2.1 Demolition and TESC Plan (PMX)

No discipline-specific scope items at 60%

4.2.2 Roadway (PMX)

Horizontal and vertical alignments and superelevations developed during the 30% effort will be refined and coordinated with the structural design as necessary. Additional detail and project specific notes will be added to the plans. Roadway typical sections will be updated as necessary.

4.2.3 Bridge (HRKS)

Bridge quantities will be generated based on WSDOT standard items. Quantities and the "Not Included in Bridge Quantities" list will be prepared in accordance with Chapter 12 of the WSDOT BDM and will be based on WSDOT standard items (where applicable). Bridge plans will show general structural configuration, include all major design elements with gross member sizes, and omit without reinforcement details.

4.2.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the Intermediate Design and discuss all major design decisions. Prior to submitting intermediate design, Peer Reviewer(s) will provide review and comments on bridge design. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

4.2.4 Utilities (PMX)

4.2.4.1 Water Main

Continue to advance the water main design by detailing the water main profile and adding necessary details for support and insulation of the new water main under the bridge deck.

4.2.4.2 Franchise Utility Coordination

Continue to facilitate coordination with the known franchise utility purveyors. Franchise utility support and suspension under the bridge deck is assumed to be detailed by the structural design team. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered, or relocated (within the public right of way per franchise agreements), a letter will be prepared to be signed and mailed by the City.

4.2.5 Storm Drainage (PMX)

Generate a stormwater site plan consistent with City standards. It is assumed the 2008 Spokane Regional Stormwater Manual will be the governing document for storm drainage on this project. This scope includes designing a new stormwater treatment and flow control facility or facilities for the project.

Existing drainage patterns will be maintained. The 60% plan will show locations of new catch basins, mainline pipe, locations of stormwater facilities, and connections to existing conveyance systems. Up to three sheets of details are anticipated to show new stormwater facilities and any storm drainage construction details that are not included in the City's standard plan library. It is assumed that deck drains will be required with a storm pipe underneath the bridge deck that conveys flow west to the low point.

4.2.6 Illumination (PMX)

Coordinate with power utility for service connection. Pole mountings to structure will be determined and detailed by bridge/structural design. Power connection will remain aerial (match existing).

4.2.7 Signing & Striping (HRKS)

Add additional detail to the plan for constructability review. Add references to City standard plans and striping requirements for the project.

4.2.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

Detour and construction staging sheets will be provided. TC plans will be provided as assumed below

- 2 traffic control sheets (one each end) for the road closure of Sunset Boulevard prior to the bridge.
- 2 traffic control sheets (one each end) for where the signed detour route leaves Sunset Boulevard.
- 4 traffic control sheets for traffic control at the I-90 ramp terminal intersections
- 4 sheets for traffic control to aid merging of detour traffic on I-90
- I-90 will be included as a primary detour route.

4.2.9 Constructability Review, Cost Estimate, Construction Schedule (Aadland)

Aadland Inc will provide a constructability review of the 60% Design plans. Review is expected to cover major items such as access, sequence, means and methods and other considerations having an impact on the construction of the bridge. Construction schedule and cost estimate will include major elements and incorporate new details from design plans and carry contingencies appropriate with intermediate design. Unit prices and contingencies will be developed in consultation with Aadland, Inc.

4.2.10 Specifications (HRKS/PMX)

Horrocks will prepare a run list (section headings) of general special provisions and a list of required project-specific special provisions. Identified project specific special provisions will be developed during subsequent phases.

4.2.11 Assumptions and Deliverables

Assumptions

- 60% Comment resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (90%) set.
- Specifications based on WSDOT Standard Specifications, as amended by the City of Spokane

Deliverables

- 60% Design Plans (PDF)
- Constructability Design Review Comments Review of 60% Plans (PDF)
- Cost Estimate carrying 20% contingency (PDF)
- GSP and Special Provision runlist/outline (Word)
- Completed 60% comment resolution with responses to comments (Excel)
- Packaged CAD files for City records (if Task 5 is completed at a later date)
- Probable Sheet List at Intermediate (60%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2
Approach Slab Details	2
Utilities	
Water Main Plan & Profile	1

Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1
Temporary Traffic Control	12

Task 5: Phase 3: Final Design & PS&E

5.1 FINAL DESIGN (90% DESIGN)

Final Design plans will incorporate all City comments from the 60% review and add additional details as appropriate to bring the plans to a 90% level. This is understood as a substantially complete set pending City review comments at 90%. The following are discipline specific scope items in addition to the aforementioned, as applicable.

5.1.1 Demolition and TESC Plan (PMX)

No discipline-specific scope items at 90%

5.1.2 Roadway (PMX)

No discipline-specific scope items at 90%

5.1.3 Bridge (HRKS)

A complete barlist will be added at 90%. A draft load rating will be prepared in accordance with the WSDOT BDM, Chapter 13. The load rating will include all new elements on the bridge, as well as the existing arches and piers.

5.1.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the Final Design and discuss all major design decisions. Prior to submitting final design, Peer Reviewer(s) will provide review and comments on bridge design and load rating. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

5.1.4 Utilities (PMX)

5.1.4.1 Water Main

Address City comments on the 60% plans. Label horizontal and vertical location of all fittings, valves, thrust restraint, and connections to existing water mains.

5.1.4.2 Franchise Utility Coordination

Finalize locations of any necessary franchise utility relocations and coordination with the purveyors. Design of conduits and franchise facilities will be provided by the purveyors; our team will work to provide space and location for conduit runs or relocated structures.

5.1.5 Storm Drainage (PMX)

No discipline-specific scope items at 90%

5.1.6 Illumination (PMX)

Includes coordination with power utility for service connection. Pole mountings to structure will be determined and detailed by bridge/structural design. Power connection will remain aerial (match existing). Illumination special provisions will be based on City General Special Provisions.

5.1.7 Signing & Striping (HRKS)

No discipline-specific scope items at 90%

5.1.8 Work Zone Traffic Control/Maintenance of Traffic (HRKS)

No discipline-specific scope items at 90%

5.1.9 Constructability Review, Cost Estimate (Aadland)

No discipline-specific scope items at 90%

5.1.10 Specifications (HRKS/PMX)

Complete specifications package, include current COS amendments, GSP's and complete project-specific Special Provisions.

5.1.11 Assumptions & Deliverables

Assumptions

- 90% Comment resolution will be completed after receiving comments from the CITY
- Schedule is based on a 2-week CITY review period
- Plan updates stemming from comments will be reflected in the next (PS&E) set.

Deliverables

- 90% Design Plans (PDF)
- Constructability Design Review Comments Review of 90% Plans (PDF)
- Cost Estimate carrying 10% contingency (PDF)
- Complete edits, as appropriate, of specifications, as amended by the City of Spokane, and including GSP and project-specific Special Provisions (Word)
- Completed 90% comment resolution with responses to comments (Excel)
- Packaged CAD files for City records (if Task 5 is completed at a later date)
- Probable Sheet List at Final (90%) Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1

General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2
Approach Slab Details	2
Barlist	3
Utilities	
Water Main Plan & Profile	1
Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1

Temporary Traffic Control 12

5.2 PS&E DESIGN (100% DESIGN)

PS&E Design Package will incorporate all City comments from the 90% review and add additional details as appropriate to bring the plans to a PS&E level. This is understood as a complete to be used for bidding purposes by the City and will be signed and sealed.

5.2.1 Demolition and TESC Plan

No discipline-specific scope items at 100%

5.2.2 Roadway

No discipline-specific scope items at 100%

5.2.3 Bridge (HRKS)

5.2.3.1 Bridge Design Peer Review (PMX)

The bridge team will engage subject-matter experts (SME) throughout the development of the PS&E Bid Package and discuss all major design decisions with an emphasis on mitigating any risk or uncertainty in the bid documents. Prior to submitting the final bid documents, Peer Reviewer(s) will provide review and comments on bridge design and load rating. If any differences arise between design team and peer reviewer, plans will not be submitted until resolution has been achieved.

5.2.4 Utilities

No discipline-specific scope items at 100%

5.2.5 Storm Drainage

No discipline-specific scope items at 100%

5.2.6 Illumination

No discipline-specific scope items at 100%

5.2.7 Signing & Striping

No discipline-specific scope items at 100%

5.2.8 Work Zone Traffic Control/Maintenance of Traffic

No discipline-specific scope items at 100%

5.2.9 Constructability Review, Cost Estimate (Aadland)

No discipline-specific scope items at 100%

5.2.10 Assumptions & Deliverables

Assumptions

- PS&E Comment resolution will be completed after receiving comments from the CITY

- Schedule is based on a 2-week CITY review period
- Plan/Spec/Estimate updates stemming from comments will be addressed and issued in sealed/signed (PS&E) package.

Deliverables

- Unsigned PS&E Design Plans for review (PDF)
- Unsigned Cost Estimate carrying 10% contingency (PDF)
- Complete edits, as appropriate, of specifications, as amended by the City of Spokane, and including GSP and project-specific Special Provisions (Word)
- Completed PS&E comment resolution with responses to comments (Excel)
- Sealed/signed PS&E Package (PDF)
- Probable Sheet List at PS&E Design:

SHEET TITLE	#
Cover / Index / Vicinity Map	1
General Notes & Quantities	1
Demolition & TESC Plan	1
Roadway	
Roadway Plan and Profile	1
Roadway Typical Sections	1
Bridge	
Bridge Layout (Plan & Elevation)	2
General Notes & Geometrics	1
Construction Staging (Removal and Erection)	2
Foundation Layout (Abutments)	1
Foundation Details	2
Wing Wall Layout and Details	2
Pier Plan and Elevation (Piers 1-6)	6
Pier Details	2
Arch Elevations	4
Arch Details	2
Spandrel Columns	1
Spandrel Wall	1
Spandrel Arch	1
Spandrel Details	2
Bearing Details	1
Framing Plan	3
Precast Floor beam Details	2
Bridge Typical Section	1
Deck Reinforcing Details	1
Expansion Joint Layout	1
Expansion Joint Details	1
Traffic Barrier Details	2
Decorative Railing Details	2
Luminaire Support Details	1
Architectural Details	2

Approach Slab Details	2
Barlist	3
Utilities	
Water Main Plan & Profile	1
Water Main Details	2
Drainage	
Storm Drainage Plans	4
Illumination	
Illumination Plans	3
Signing & Striping	
Striping Plan	1
Temporary Traffic Control	
Construction Staging	2
Detour Overview	1
Temporary Traffic Control	12

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.

N/A

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

No specific requirements

B. Roadway Design Files

No specific requirements

C. Computer Aided Drafting Files

.dwg file or convertible to .dwg

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

The agency has the right to review the product with the consultant.

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

None.

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

See attached.

II. Any Other Electronic Files to Be Provided

See attached.

III. Methods to Electronically Exchange Data

email or FTP

A. Agency Software Suite

Microsoft Office, Autodesk Civil 3D

B. Electronic Messaging System

Standard email

C. File Transfers Format

n/a

Exhibit D
Prime Consultant Cost Computations

See attached.

CONSULTANT NAME: **Horrocks**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Phases 1&2
Project Manager	762	0	@	$ 300.00	=	$228,600.00
Bridge Task Lead	934	0	@	$ 260.00	=	$242,840.00
Bridge Engineer	910	0	@	$ 245.00	=	$222,950.00
Bridge EIT	970	0	@	$ 125.00	=	$121,250.00
Sr. Bridge Designer	745	0	@	$ 215.00	=	$160,175.00
Bridge CAD Technician	715	0	@	$ 120.00	=	$85,800.00
Traffic Task Lead	210	0	@	$ 255.00	=	$53,550.00
Traffic Modeler	76	0	@	$ 245.00	=	$18,620.00
MOT Designer	238	0	@	$ 195.00	=	$46,410.00
MOT EIT	270	0	@	$ 170.00	=	$45,900.00
Traffic EIT	184	0	@	$ 135.00	=	$24,840.00
Survey Task Lead/PLS	116	0	@	$ 215.00	=	$24,940.00
Project Surveyor/PLS	280	0	@	$ 200.00	=	$56,000.00
Survey Technician	446	0	@	$ 155.00	=	$69,130.00
Design Quality Manager	173	0	@	$ 260.00	=	$44,980.00
Administrative Assistant II	72	0	@	$ 88.00	=	$6,336.00
Accounting	29	0	@	$ 145.00	=	$4,205.00
Visualization	296	0	@	$ 215.00	=	$63,640.00
Tech Editor	27	0	@	$ 160.00	=	$4,320.00
					TOTAL LABOR COST =	**$1,524,486.00**

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration
$1,524,486.00	x	100%	x	4.0%	x	2.0
				Labor with Escalation		$1,648,884.06
				Escalation	=	**$124,398.06**

C. OUT-OF-POCKET EXPENSES

	Horrocks Total Estimate Expenses	=	$96,153.78
	HORROCKS TOTAL	=	**$1,745,037.84**

D. SUBCONSULTANTS

Parametrix	=	$523,806.50
GeoEngineers	=	$246,583.64
Russo Structural Services (RSS)	=	$60,182.00
Aadland, Inc	=	$41,528.50
Fickett Structural Solutions (FSS)	=	$108,221.66
SUBCONSTULANTS LABOR SUBTOTAL	=	**$980,322.30**

		Phases 1&2
GRAND TOTAL	=	**$2,725,360.14**

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.

CONSULTANT NAME: **Parametrix**

PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Phase 3		Hourly Rate		Labor Phase 1&2
Roadway Task Lead	255	0.00	@	$ 200.00	=	$51,000.00
Roadway Engineer	236	0.00	@	$ 150.00	=	$35,400.00
EIT	676	0.00	@	$ 135.00	=	$91,260.00
Senior Bridge Engineer	100	0.00	@	$ 250.00	=	$25,000.00
Bridge Engineer	42	0.00	@	$ 215.00	=	$9,030.00
Bridge Engineer	120	0.00	@	$ 250.00	=	$30,000.00
Senior Traffic Engineer	100	0.00	@	$ 250.00	=	$25,000.00
Traffic Engineer	332	0.00	@	$ 250.00	=	$83,000.00
Utilities	136	0.00	@	$ 250.00	=	$34,000.00
Utilities	200	0.00	@	$ 150.00	=	$30,000.00
Drainage	80	0.00	@	$ 200.00	=	$16,000.00
Drainage	128	0.00	@	$ 150.00	=	$19,200.00
Wetlands/OHWM	24	0.00	@	$ 200.00	=	$4,800.00
Illumination	80	0.00	@	$ 230.00	=	$18,400.00
Illumination	190	0.00	@	$ 150.00	=	$28,500.00
Senior Illumination	12	0.00	@	$ 250.00	=	$3,000.00
Project Accountant	32	0.00	@	$ 155.00	=	$4,960.00
				TOTAL LABOR COST (Phase 1 & 2) =		**$508,550.00**

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc			Duratic
$508,550.00	X	100%	x	3.0%	x		1.00
						Escalation	**$15,256.50**

C. OUT-OF-POCKET EXPENSES

Parametrix Total Estimate Expenses*	=	**$0.00**

CONSULTANT NAME: **GeoEngineers**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Phase 1&2	Phase 3
Principal	2	0.00	@	$ 294.00	=	$588.00	$0.00
Associate	29	0.00	@	$ 261.00	=	$7,569.00	$0.00
Senior Eng.	109	0.00	@	$ 237.00	=	$25,833.00	$0.00
Staff Eng 2	140	0.00	@	$ 162.00	=	$22,680.00	$0.00
Senior Tech	92	0.00	@	$ 109.00	=	$10,028.00	$0.00
CAD Designer	16	0.00	@	$ 135.00	=	$2,160.00	$0.00
Admin 2	22	0.00	@	$ 115.00	=	$2,530.00	$0.00
		0.00		**TOTAL LABOR COST =**		**$71,388.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)		
$71,388.00	X	100%	x	3.0%	x	1.00		
						Labor with Escalation		$73,529.64
						Escalation		**$2,141.64**

C. OUT-OF-POCKET EXPENSES

GeoEngineers Total Estimate Expenses* = **$173,054.00**

D. TOTAL FEE

GeoEngineers Total = **$246,583.64**

CONSULTANT NAME: **Russo Structural Services (RSS)**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Principal Engineer	172	0.00	@	$ 325.00	=	$55,900.00	$0.00
	0	0.00					
	0	0.00					
		0.00		**TOTAL LABOR COST =**		**$55,900.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$55,900.00	X	100%	x	3.0%	x	1.00	
					Labor with Escalation		$57,577.00
					Escalation		**$1,677.00**

C. OUT-OF-POCKET EXPENSES

Russo Structural Services (RSS) Total Estimate Expenses*	=	**$2,605.00**

D. TOTAL FEE

Russo Structural Services (RSS) Total	=	**$60,182.00**

CONSULTANT NAME: **Aadland, Inc**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Principal	112	0.00	@	$ 350.00	=	$39,200.00	$0.00
	0	0.00					
	0	0.00					
		0.00		**TOTAL LABOR COST =**		**$39,200.00**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$39,200.00	X	100%	x	3.0%	x	1.00	
						Labor with Escalation	$40,376.00
						Escalation	**$1,176.00**

C. OUT-OF-POCKET EXPENSES

Aadland, Inc Total Estimate Expenses*	=	**$1,152.50**

D. TOTAL FEE

Aadland, Inc Total	=	**$41,528.50**

CONSULTANT NAME: **Fickett Structural Solutions (FSS)**
PROJECT NAME: **Latah Bridge Rehabilitation Design**

A. SUMMARY ESTIMATED DESIGN LABOR COSTS - PHASE 1&2

Labor Classification	Labor Hours Phase 1&2	Labor Hours Phase 3		Hourly Rate		Labor Cost Phase 1&2	Labor Cost Phase 3
Senior Engineer	129	0.00	@	$ 300.00	=	$38,700.00	$0.00
Senior Project Engineer	96	0.00	@	$ 248.17	=	$23,824.32	$0.00
Senior Project Engineer	117	0.00	@	$ 188.72	=	$22,080.24	$0.00
Staff Engineer II	91	0.00	@	$ 147.81	=	$13,450.71	$0.00
Staff Engineer I	72	0.00	@	$ 130.27		$9,379.44	$0.00
Admin	5	0.00	@	$ 157.39	=	$786.95	$0.00
		0.00		**TOTAL LABOR COST =**		**$108,221.66**	

B. ESCALATION

Total Labor		Esc Ratio		Annual Esc		Duration (yrs)	
$108,221.66	X	100%	x	3.0%	x	0.00	
					Labor with Escalation		$108,221.66
					Escalation		**$0.00**

C. OUT-OF-POCKET EXPENSES

Fickett Structural Solutions (FSS) Total Estimate Expenses* = **$7,678.75**

D. Total Fee

Fickett Structural Solutions (FSS) Total = **$115,900.41**

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-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

Horrocks, LLC

whose address is

714 N. Iron Bridge Way, STE 201, Spokane, WA 99202

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.

Horrocks, LLC

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 Horrocks, LLC

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.

Horrocks, LLC

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.

Horrocks, LLC

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 Latah Bridge Rehabilitation-Project 2023103* are accurate, complete, and current as of November 4, 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: Horrocks

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 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Allied World Insurance Company — 22730 INSURER C : AIU Insurance Company — 19399 INSURER D : Lexington Insurance Company — 19437 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W43355806 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	042670158	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	042670159	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			0314-9729	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	042670162	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			012147867	12/31/2025	12/31/2026	Each Occurrence excess of	$5,000,000 $5,000,000

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

per written contract

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder
SEE ATTACHED

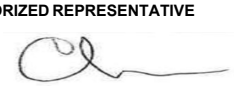
CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls BLVD
Spokane, WA 99201-3306

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Horrocks LLC 2162 W Grove Pkwy, Ste 100 Pleasant Grove, UT 84062
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company NAIC#: 24319
POLICY NUMBER: 0313-8987 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liab incl Pollution	Each Claim Limit	$5,000,000
	Policy Aggregate	$5,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (WI)	E.L. EACH ACCIDENT	$1,000,000
& Employers Liability	E.L. DISEASE - EA EMP	$1,000,000
Per Statute	E.L. DISEASE-POL LMT	$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - MA	Combine Single Limit	$5,000,000
Any Auto	Each Accident	$2,000,000

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SR ID: 29127467 BATCH: 4258614 CERT: W43355806

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HORROCKS LLC

Business name: HORROCKS LLC

Entity type: Limited Liability Company

UBI #: 602-884-898

Business ID: 001

Location ID: 0001

Location: Active

Location address: 714 N IRON BRIDGE WAY
STE 201
SPOKANE WA 99202-4929

Mailing address: 2162 W GROVE PKWY
STE 100
PLEASANT GROVE UT 84062-6734

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Issaquah General Business - Non-Resident				Active	Aug-31-2027	Sep-01-2026
Spokane General Business				Active	Dec-31-2026	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	Dec-20-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
O'ROURKE, EDWARD (TED)	

Owners and officers	Title
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time: 10/6/2026 9:41:23 AM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/5/2026
Clerk's File #	OPR 2024-0929
Cross Ref #	
Project #	

Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6163-24
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 29014
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL FOR ON-SITE VALVE REPAIRS		

Agenda Wording

Contract renewal 2 of 4 with Industrial Service Solutions, LLC. dba Bay Valve Service & Engineering, LLC. (Longview, WA) for on-site valve repair services at the Waste to Energy Facility from 1/1/2027-12/31/2027 and a total cost not to exceed $150,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility has many valves that are critical to its operations. On-site maintenance and repairs are required for safe and efficient operation. A valve failure could result in a plant shutdown. On Sep. 30, 2024, bidding closed on ITB 6163-24 for these valve repair services and Industrial Service Solutions, LLC was the only respondent. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the second renewal. Rates to remain unchanged.

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 identified in various City plans. 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 routine purchase is designed to manage costs and continue to provide 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 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	$ 150,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are only utilized as-needed.

Amount		Budget Account
Expense	$ 150,000.00	# 4490-44100-37148-54803-34002
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	Recurring

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

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

Distribution List	
Mike Dombek, mike.dombek@iss-na.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2024-0929

City of Spokane

CONTRACT RENEWAL No. 2 of 4

Title: ONSITE VALVE REPAIR SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **INDUSTRIAL SERVICE SOLUTIONS, LLC., dba BAY VALVE SERVICE & ENGINEERING, LLC**, whose address is 4385 South 133rd Street, Tukwila, Washington 98168, (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a contract, as described below, wherein the Company agreed to provide Onsite Valve Repair Services, scheduled and unscheduled at the City's Waste to Energy Facility (the "Contract"); and

WHEREAS, the initial Contract provided for four (4) additional one (1) year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated November 21, 2024 and November 22, 2024, and including any previous amendments, addendums, extensions, or 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 shall become effective on January 1, 2027, and shall end December 31, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00), plus applicable sales tax**, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Contract 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 Contract Renewal.

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

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98 (see Exhibit A).

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

INDUSTRIAL SERVICE SOLUTIONS, LLC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment

26-251

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

Vendor			Bay Valve Service, LLC		Bay Valve Service, LLC		Bay Valve Service, LLC	
OPR 2024-0929			Base Period		1st Renewal		2nd Renewal	
Onsite Valve Repair Services; Scheduled and Unscheduled			Valid From 1/1/25 to 12/31/25		1st Renewal Valid From 1/1/26 to 12/31/26		2nd Renewal Valid From 1/1/27 to 12/31/27	
Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	344 hours, more or less	$158 / HR	$54,352.00	$158 / HR	$54,352.00	$158 / HR	$54,352.00
2	Overtime Labor	299 hours, more or less	$238 / HR	$71,162.00	$238 / HR	$71,162.00	$238 / HR	$71,162.00
3	Mob		$25,000.00		$25,000.00		$25,000.00	
4	Demob		$25,000.00		$25,000.00		$25,000.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Specialty Equipment, ECT		$12,500.00		$12,500.00		$12,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 2: UNIT PRICE PER NON-COLD IRON OUTAGE

Line #	Description	Estimated Hours, More Or Less, That Could Be Incurred for A Single Non-Cold Iron Outage	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	80 hours, more or less	$158/ HR	$12,640.00	$158/ HR	$12,640.00	$158/ HR	$12,640.00
2	Overtime Labor	40 hours, more or less	$238/ HR	$9,520.00	$238/ HR	$9,520.00	$238/ HR	$9,520.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 3: EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for EMERGENCY UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158/ HR	$2,528.00	$158/ HR	$2,528.00	$158/ HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,904.00	$238 / HR	$1,904.00	$238 / HR	$1,904.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

BID ITEM 4: NONE-EMERGENCY UNSCHEUDLED SERVICES

Line #	Description	Estimated Yearly Quantity of Hours, More Or Less, That Could Be Incurred for NONE-EMERGENCY; UNSCHEDULED SERVICES	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time	16 hours, more or less	$158 / HR	$2,528.00	$158 / HR	$2,528.00	$158 / HR	$2,528.00
2	Overtime Labor	8 hours, more or less	$238 / HR	$1,940.00	$238 / HR	$1,940.00	$238 / HR	$1,940.00
3	Mob		$4,907.00		$4,907.00		$4,907.00	
4	Demob		$4,907.00		$4,907.00		$4,907.00	
5	Percentage Markup For Parts / Materials Above Cost Pertaining To Unscheduled Service		25%		25%		25%	
6	List Any Other Cost To Be Incurred: Machine Shop Trailer, EVT Testing Equipment, Speciality Equipment, ECT		$7,500.00		$7,500.00		$7,500.00	
7	Applicable Tax Rate		To Be Applied		To Be Applied		To Be Applied	

Industrial Service Solutions aka Bay Valve Service, LLC

Mike Dombek, Branch Manager, mike.dombek@iss-na.com

Phone 360-578-0658

Base Year Pricing Was Per Bay Valve's Response To ITB 6163-24

NAME	MIKE DOMBECK
SIGNATURE	M Dombek
DATE	8/18/25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	INDUSTRIAL SERVICE SOLUTIONS, LLC
Business name:	BAY VALVE SERVICE & ENGINEERING, LLC
Entity type:	Limited Liability Company
UBI #:	603-199-008
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	213 DOUGLAS ST LONGVIEW WA 98632-1771
Mailing address:	4385 S 133RD ST TUKWILA WA 98168-3284
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
Kelso General Business - Non-Resident	A040099			Active	Jan-31-2027	Apr-23-2015
Longview General Business	824907			Active	Jan-31-2027	Feb-06-2018
Spokane General Business - Non-Resident				Active	Jan-31-2027	Jan-22-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HERNAWATI, ELLY	CORPORATE CONTROLLER
PAGE, TAMMY	

Registered Trade Names

Registered trade names	Status	First issued
BAY VALVE SERVICE	Active	Jul-24-2012
BAY VALVE SERVICE & ENGINEERING LLC	Active	Feb-13-2017
INDUSTRIAL SERVICE SOLUTIONS, LLC	Active	Mar-18-2024

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/22/2026 12:35:12 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) 9/4/2026

7/1/2027

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1398515 Industrial Service Solutions WC LP Industrial Service Solutions LLC f/k/a Bay Valve Service & Engineering LLC Bay Valve, LLC 4385 S. 133rd Street Tukwila, WA 98168-3284	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Starr Indemnity & Liability Company — 38318 **INSURER B :** Underwriters at Lloyds of London — 10736 **INSURER C :** Sentry Casualty Company — 28460 **INSURER D :** Admiral Insurance Company — 24856 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 13670871 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	1000090558261	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	1000635932261	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	EMR-00001255-00 UX000002752-01	7/1/2026 7/1/2026	7/1/2027 7/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	90-21694-003 (AOS) 90-21694-004 (WI)	7/1/2026 7/1/2026	7/1/2027 7/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

The City of Spokane is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

13670871
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE



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City of Spokane

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **13670871.**

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/29/2026		
Clerk's File #	OPR 2025-0005		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 6143-24
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR 29013
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT RENEWAL FOR BOILERMAKER SERVICES		

Agenda Wording

Contract renewal 1 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 11/15/2026-11/14/2027 and a total cost not to exceed $2,500,000.00, plus tax.

Summary (Background)

Each year, two scheduled outages are performed on the boilers at the Waste to Energy Facility in order to repair or replace worn components. On July 15, 2024, bidding closed on PW ITB 6143-24 for these services and Helfrich Brothers Boiler Works, Inc. was the only respondent. The contract award was for two years, with the possibility of three (3) additional one-year renewals. This will be the first of those renewals. The total cost includes the capital replacement of the boilers superheater tubes in 2027 as well as the regular boiler outages.

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 identified in various City plans. 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 routine purchase is designed to manage costs and continue to provide 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 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

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ $2,500,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance service expense, as well as a planned capital maintenance expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 450,000.00	# 4490-44900-37145-54803-19047
Expense	$ 450,000.00	# 4490-44900-37145-54803-19048
Expense	$ 1,600,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

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

Distribution List

Dennis Lincoln, dlincoln@hbbwinc.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2025-0005

CITY OF SPOKANE

CONTRACT RENEWAL
1 of 3

Title: BOILERMAKER SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **HELFRICH BROTHERS BOILER WORKS, INC.,** whose address is 39 Merrimack Street, Lawerence, Massachusetts 01843 (the "Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract, as defined below, wherein the Contractor agreed to perform **Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Services;** and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated January 7, 2025, and including any previous amendments, addendums, extensions, or renewals thereto (the "Contract"), are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

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

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (**$2,500,000.00**), plus applicable sales tax, in accordance with Contractor's 2026-2027 Rates attached hereto as Exhibit B, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written

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

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

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

HELFRICH BROTHERS BOILER WORKS, INC.	**CITY OF SPOKANE**
By_____ Signature Date	By_____ Signature Date
_____ Type or Print Name	_____ Type or Print Name
_____ Title	_____ Title

Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B - Contractor's 2026-2027

26-242

Exhibit A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

Exhibit B

OPR 2025-0005, Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Services

Description	1st Renewal 2-Year Base Period (11-15/2026 to 11/14/2027)								
	Helfrich Brother Boiler Works (HBBW)								
	FIRST BOILER - COLD IRON								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00		$0.00
Bill of Materials plus costs	$15,331.00								
Mob and Demob	$35,620.00								
PPE	$6,197								
Per Diem Total	$10,500								
Sales Tax (9.1%)	$13,309.99								
Total for First Boiler	**$168,197.86**								
	Second BOILER - COLD IRON								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$15,331.00
Mob and Demob	$35,620.00
PPE	$6,197
Per Diem Total	$10,500
Sales Tax (9.1%)	$13,309.99
Total for Second Boiler	**$168,197.86**
Overall Extended Cold Iron	**$336,395.72**

	FIRST BOILER - NON COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$15,331.00
Mob and Demob	$35,620.00
PPE	$6,197
Per Diem Total	$10,500
Sales Tax (9.1%)	$13,309.99
Total for First Boiler	**$168,197.86**

	SECOND BOILER - NON COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	334	$36,072.00	$157.00	83.5	$13,109.50	$194.00	83.5	$16,199.00
Boilermaker Apprentice	$108	66	$7,128.00	$157.00	16.5	$2,590.50	$194.00	16.5	$3,201.00
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$15,331.00								
Mob and Demob	$35,620.00								
PPE	6,196.87								
Per Diem Total	10,500.00								
Sales Tax (9.1%)	$13,309.99								
Total for Second Boiler	**$168,197.86**								
Overall Extended Cold Iron	**$336,395.72**								

	EMERGENCY SERVICES			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	16	$1,728.00	$157.00	4	$628.00	$194.00	4	$776.00
Boilermaker Apprentice	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Supervisor	$0	1	$0.00	$187.00	0	$0.00	$0.00	0	$0.00
Emergency travel rate	$0	1	$0.00	$0.00	1	$0.00	$0.00	1	$0.00
Bill of Materials plus costs	$676.20								
Mob and Demob	$7,088.00								

Mob and Demob	$7,088.00
PPE	$676.20
Per Diem Total	$1,050.00
Sales Tax (9.1%)	$1,136.02
Total for emergency services	**$13,758.42**

	First Boiler Secondary SH changeout								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00

Bill of Materials plus costs	$88,931.00
Mob and Demob	$72,009.80
PPE	17,796.87
Per Diem Total	27,300.00
Sales Tax (9.1%)	$39,986.97
Total for First Boiler	**$484,286.64**

	Second Boiler Secondary SH changeout Non-COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20

Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.80								
PPE	17,796.87								
Per Diem Total	27,300.00								
Sales Tax (9.1%)	$39,986.97								
Total for Second Boiler	**$484,286.64**								
Overall Extended Cold Iron	**$968,573.28**								
	First Boiler Primary SH changeout Non-								
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.8	$105,278.40	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.00								
PPE	17,796.87								
Per Diem Total	$27,300								
Sales Tax (9.1%)	$39,985.93								
Total for First Boiler	**$484,274.00**								

	Second Boiler Primary SH changeout Non-COLD IRON			Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
	Straight Tme Rate	Est Hours	Total Labor $	Overtime Rate	Est Hours	Total Labor $	Double Time	Est Hours	Total Labor $
Boilermaker	$108	974.9	$105,289.20	$157.00	258.6	$40,600.20	$194.00	246.7	$47,859.80
Boilermaker Apprentice	$108	179.1	$19,342.80	$157.00	47.4	$7,441.80	$194.00	45.3	$8,788.20
Supervisor	$127	40	$5,080.00	$174.00	10	$1,740.00	$212.00	10	$2,120.00
Other	$0	0	$0.00	$0.00	0	$0.00	$0.00	0	$0.00
Bill of Materials plus costs	$88,931.00								
Mob and Demob	$72,009.80								
PPE	17,796.87								
Per Diem Total	27,300.00								
Sales Tax (9.1%)	$38,187.59								
Total for Second Boiler	**$482,487.26**								
Overall Extended Cold Iron Pri SH	**$966,761.26**								
Combined spring outage costs	**$1,304,969.00**								
Combined fall outage costs	**$1,303,156.98**								
Total combined project price	**$2,621,884.40**								

Note: Outage combined cost will include the super heater change out portion of the work combined with a normal outage quote.

Note: Total combined project price is the sum of all normal outage scopes and superheater changeouts scopes with a one hour tally of labor time rates for emergency outages

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: Profit Corporation

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

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	Mar-31-2027	Dec-13-2013

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
HELFRICH BROS BOILER WORKS INC	Active	Dec-13-2013

The Business Lookup information is updated nightly. Search date and time: 9/2/2026 12:24:00 PM

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Take our survey!

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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
Cleary Insurance Inc
226 Causeway Street
Boston MA 02114-2155

CONTACT NAME: Ruth Resca
PHONE (A/C, No, Ext): (617) 723-0700 **FAX (A/C, No):** (617) 723-7275
E-MAIL ADDRESS: rresca@clearyinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Admiral Insurance Company	24856
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	Palomar Excess and Surplus Insurance Company	16754
INSURER D :	Berkley Insurance Company	32603
INSURER E :	Vantage Risk Specialty Insurance Company	16275
INSURER F :	Starr Indemnity & Liability Company	38318

INSURED
Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence MA 01843

COVERAGES **CERTIFICATE NUMBER:** CL266169898 **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 INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage is Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CA-000042055-06	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	08UENBS5YLT	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CEPXP-26-0000294-00	06/01/2026	06/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	BIN172494057	06/01/2026	06/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability ($3M Excess $2M)			P03XC0000104680	06/01/2026	06/01/2027	Each Occurence Aggregate Continued in	$3,000,000 $3,000,000 Description section

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

EXCESS LIABILITY ($5M EXCESS $5m) - INSURER F: Starr Indemnity & Liability Company NAIC#38318 Pol No. 100586389261 06/01/2026-06/01/2027 $5,000,000 Ea Occurrence $5,000,000 Aggregate. Total Excess: $10,000,000 Ea Occurrence $10,000,000 Aggregate
CONTRACOTRS POLLUTION LIABILITY - INSURER G: Ironshore Specialty Insurance Company NAIC#25445 Pol No. ICELLUW00169128 06/01/2026-06/01/2027 $1,000,000 Ea Claim'$1,000,000 Aggregate
PROFESSIONAL LIABILITY - INSURER H: StarStone Specialty Insurance Company NAIC#44776 Pol No. CTR01130231P-01 06/01/2026-06/01/2027 $1,000,000 Ea Claim'$1,000,000 Aggregate

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
Ruth Resca

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AGENCY CUSTOMER ID: 00032416

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Cleary Insurance Inc	Helfrich Brothers Boiler Works, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

PROFESSIONAL LIABILITY - INSURER H: StarStone Specialty Insurance Company NAIC#44776 Pol No. CTR01130231P-01 06/01/2026-06/01/2027
$1,000,000 Ea Claim'$1,000,000 Aggregate

City of Spokane is additional insured when required by written contract. Coverage is primary noncontributory when required by written contract. Waiver of subrogation applies when required by written contract. Policy forms CG2010 12/19, CG2037 12/19, CG2404 05/09, CIC957 10-06, AD 6893 01/17 and WC000313. Umbrella coverage is follow form over General Liability, Auto Liability and Employers Liability.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0871
Cross Ref #	ORD C36945
Project #	

Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF WASHINGTON DEPARTMENT OF ECOLOGY SPILL		

Agenda Wording

Grant acceptance of $160,000 through the Washington Department of Ecology Spill Prevention, Preparedness, and Response Program

Summary (Background)

This grant request funds a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

What impacts would the proposal have on historically excluded communities?

SFD's hazardous material response team will serve all communities in Spokane, including our historically excluded communities. We maintain a close relationship with our area neighbors so we can best serve all our constituents. Our investment will also help maintain healthier environments in Spokane. Many of our districts in Spokane are considered environmentally vulnerable, and investment in equipment and training will allow us to respond appropriately to these neighborhoods and limit exposure to hazardous materials.

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

Data will be collected in accordance with SFD requirements.

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

The department has a meticulously planned inspection schedule in place, overseen by our trained personnel. In case of any identified issues or maintenance requirements, our specialized maintenance department promptly restores the equipment to optimal working conditions. Spokane Fire personnel undergo comprehensive training to operate the equipment and conduct minor maintenance tasks adeptly. This knowledge equips them to detect and address potential concerns during routine inspections.

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 grant helps support the Spokane Fire Department's Hazardous Materials Response and Preparedness Initiative in a systematic and thorough approach.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 160,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City of Spokane Fire Department will receive $160,000 funding for equipment ($100,000) and training support ($60,000).

Amount		Budget Account
Expense	$ 100,000	# 1440-93556-94220-56401-99999
Expense	$ 45,000	# 1440-93556-22200-51991-99999
Expense	$ 15,000	# 1440-93556-22200-52991-99999
Revenue	$ 160,000	# 1440-93556-99999-33431-99999
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	BROWN, SKYLER	**ACCOUNTING -**	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	BROWN, SKYLER		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

sfdexecutivechiefs@spokanecity.org	mforbes@spokanecity.org
grants@spokanecity.org	

Agreement No. SPPREG-2527-Spokan-00110

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Spokane city of, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	$160,000.00
Total Eligible Cost:	$160,000.00
Ecology Share:	$160,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Equipment Cache Grant

Project Short Description:
Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents. Funds used from the grant will support our regional partners with SFD Hazmat capabilities.

Project Long Description:
The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of hazardous gases, enhancing our ability to respond to potential dangers swiftly.

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To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:
The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient’s emergency response role.

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RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

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

Physical Address: 808 W Spokane Falls Blvd

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000
Billing Contact	Kelly Haack Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kahaack@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Julie O'Berg Fire Chief 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: joberg@spokanefire.org Phone: (509) 625-6310

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Richard Williams PO Box 47600 Olympia, Washington 98504-7600 Email: riwi461@ecy.wa.gov Phone: (564) 233-9566
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

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SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.

2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

DRAFT

SCOPE OF WORK

Task Number: 2 **Task Cost:** $100,000.00

Task Title: New Response Equipment and Resources

Task Description:
A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:
Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible equipment. Schedule equipment inspection with Ecology.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $60,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:
A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project.
B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:
Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	1. Complete approved eligible training 2. Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials.	06/30/2027

BUDGET

Funding Distribution EG270116

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigation Gran
Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 06/30/2027
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Safeguarding Communities: A Hazmat Mitigation Gran	**Task Total**
Project Administration	$ 0.00
New Response Equipment and Resources	$ 100,000.00
Spill Response and Hazardous Materials Training	$ 60,000.00
	Total: $ 160,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	$ 0.00	$ 160,000.00	$ 160,000.00
Total		**$ 0.00**	**$ 160,000.00**	**$ 160,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT 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 the Agreement, 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.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section

106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you 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/tech-support/statewide-vendor-payee-services/. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion

thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
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. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures.
RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY’s sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the 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) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT 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.
RECIPIENT, 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.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers,

or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or

construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit the Washington State Procurement Manual web page, Green Purchasing, https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.
Non-Allocation of Funds. 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 the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or

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 or 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 RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Agenda Sheet for City Council:

Committee: PIES **Date:** 10/13/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026		
Clerk's File #	OPR 2026-0874		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	6615-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	VALUE BLANKET
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CURB & VALVE BOXES – VALUE BLANKET		

Agenda Wording

Five (5) Year Value Blanket with Consolidated Supply (Spokane Valley, WA) for as-needed purchases of curb and valve boxes. Annual spend is estimated at $250,000.00 including tax.

Summary (Background)

Bid # 6615-26 was issued to 90 contacts via Procureware on 9/15/26 Four (4) bids were received by the closing deadline on 10/6/26 Award is recommended to Consolidated Supply (Spokane Valley, WA) as the low responsive, responsible bidder. Water & Hydroelectric Services requires these products for maintenance of existing and new installations to the City water service system. This Value Blanket will be valid for a five (5) year term with no options to renew.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,250,000.00
Current Year Cost	$ 250,000.00
Subsequent Year(s) Cost	$ 1,000,000.00

Narrative

All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts.

Amount		Budget Account
Expense	$ 250,000.00 Annually	# 4100-42440-94340-56595-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	HOPKINS, LEON	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Scott Milford scott.milford@consolidatedsupply.com	rhershaw@spokanecity.org
lhopkins@spokanecity.org	csasser@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
nrussell@spokanecity.org	rrpenaluna@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	10-13-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	CURB & VALVE BOXES – VALUE BLANKET
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Bid # 6615-26 was issued to 90 contacts via Procureware on 9/15/26 Four (4) bids were received by the closing deadline on 10/6/26 Award is recommended to Consolidated Supply (Spokane Valley, WA) as the low responsive, responsible bidder. Water & Hydroelectric Services requires these products for maintenance of existing and new installations to the City water service system. This Value Blanket will be valid for a five (5) year term with no options to renew.

Fiscal Impact

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

Total Cost: $1,250,000.00

Current year cost: $250,000.00

Subsequent year(s) cost: $1,000,000.00

Narrative: All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER

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.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

Bid Response Summary

Bid Number ITB 6615-26
Bid Title Curb & Valve Boxes - Annual Value Blanket
Bid Base Currency USD
Due Date Tuesday, October 6, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company CONSOLIDATED SUPPLY
Submitted By SCOTT MILFORD - Tuesday, October 6, 2026 9:44:32 AM [(UTC-08:00) Pacific Time (US & Canada)]
SCOTT.MILFORD@CONSOLIDATEDSUPPLY.COM 509-891-9911
Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	SCOTT MILFORD 509-891-9911 SCOTT.MILFORD@CONSOLIDATEDSUPPLY.COM
Council Approval			
	1	If award of this business will exceed $50,000.00, it will be subject to City Council approval.	Understood
	2	If this award will require Council review, approval is anticipated October 2026.	Understood
Value Blanket Terms			
	1	This product shall be awarded on a one (5) year value blanket order with no options to renew. The quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Understood and Agreed
	2	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Agreed
Product - Curb Boxes			
	1	Acceptable products for Curb Box Repair Lids - Inside, Sidewalk (City #B3310) are: Trumble T-373 ONLY.	Understood
	2	Acceptable products for Curb Box Repair Lids - Outside, Regular (City #B3311) are: Trumble T-374 ONLY.	Understood
	3	Curb Box Top Sections (City #B3313) must be screw type, provided with "WATER" lid installed.	Understood
	4	Acceptable manufacturers for Curb Box Top Sections (City #B3313) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	5	Curb Box Bottom Sections (City #NON-INV) must be screw type.	Understood
	6	Acceptable manufacturers for Curb Box Bottom Sections (City #NON-INV) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood

	7	Acceptable manufacturers for Curb Box Extensions (City #B3314-09, #B3315-16, #B3316-28) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	8	Curb Box Completes (City #B3319) must be 95E, extension range 41" - 64", delivered with "WATER" lid installed.	Understood
	9	Acceptable manufacturers for Curb Box Completes (City #B3319) are: Olympic Foundry, Star, or Tyler Union ONLY.	Understood
	10	Substitute product will not be evaluated for award on this project, but suppliers wishing to propose product for future orders may contact tlester@spokanecity.org.	Understood
Product - Valve Boxes			
	1	Valve Box Top Sections (City #B3322 (10"), B3323 (15")) must be delivered with "WATER" lid installed.	Understood
	2	Acceptable manufacturers for Valve Box Top Sections (City #B3322 (10"), B3323 (15")) are: Olympic Foundry 930 ONLY.	Understood
	3	Acceptable manufacturers for Valve Box Bottom Sections (City #B3327) are: Olympic Foundry 930 ONLY.	Understood
	4	Substitute product will not be evaluated for award on this project, but suppliers wishing to propose product for future orders may contact tlester@spokanecity.org.	Understood
	5	All valve box sections must have heavy-duty lids and risers and be compliant with all specifications detailed on 'Water Department Cast Iron Valve Box' included on the 'Documents' tab.	Understood
Product - Domestic			
	1	All requirements outlined in the 'Product' section above, particularly product drawing specifications, apply equally to domestic product unless otherwise specified.	Understood and Agreed
	2	Acceptable manufacturer requirements shall not apply to domestic product.	Understood
	3	Locate the Certification of Materials Origin (CMO) form on the 'Documents' tab and review. All domestic product must ship with a complete, signed CMO form verifying without exception that no products contain foreign-made materials. To verify familiarity with the form and acceptance of this requirement, upload a copy here with the name of your company in every modifiable field except the check boxes. Check the first box stating "The materials covered by this certification are American-Made with all manufacturing processing entirely within the United States of America." No signature is required.	CMO SPOKANE BID.PDF

	4	CMO forms must be provided for each release order of domestic product and may be sent by email or hardcopy with order packing lists. Shipments which arrive on the City's dock without a complete, signed CMO form may be refused for delivery acceptance at the supplier's expense. In the event of refusal, supplier remains fully liable to fulfill the order in accordance with the original terms and conditions.	Understood and Agreed
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	30
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent’s pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood
Business Registration Requirement			

	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. Vendors and Contractors wishing to do business with the City of Spokane must obtain a Washington State Business license with a City of Spokane Endorsement. Both the business license and Spokane endorsement can be obtained on Washington State Department of Revenue Website. If the Vendor believes it is exempt from obtaining a business license, visit Doing Business in Spokane - City of Spokane, Washington. Exemption form shall be submitted to Taxes & Licensing for review and approvals: <a> taxesandlicenses@spokanecity.org . If approved, the Vendor or Contractor must provide <a>purchasing@spokanecity.org approved copy.	Understood
	2	Supplier's Business Registration No.	409023243
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	

	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Symbol	Title	Unit Price	Ext Base Price	Comment	Make/Model
Product - Curb Boxes											
	City #B3310	Repair Lid, Curb Box - Inside, Sidewalk	Base	Each	25.00	$	USD	$15.00	$375.00		TRUMBULL T-373
	City #B3311	Repair Lid, Curb Box - Outside, Regular	Base	Each	50.00	$	USD	$15.00	$750.00		TRUMBULL T-374
	City #B3313	Curb Box Top Section w/Lid	Base	Each	1.00	$	USD	$34.74	$34.74		OLYMPIC 95E TOP & LID
	City #Non-Inv	Curb Box Bottom Section 39"	Base	Each	20.00	$	USD	$41.40	$828.00		OLYMPIC 95E BOTTOM
	City #B3314-09	Curb Box Extension 9"	Base	Each	10.00	$	USD	$17.37	$173.70		OLYMPIC 95E 9" EXT
	City #B3315-16	Curb Box Extension 16"	Base	Each	10.00	$	USD	$25.77	$257.70		OLYMPIC 95E 16" EXT
	City #B3316-28	Curb Box Extension 28"	Base	Each	1.00	$	USD	$37.37	$37.37		OLYMPIC 95E 28" EXT
	City #B3319	Curb Box Complete, 95E	Base	Each	950.00	$	USD	$69.60	$66,120.00		OLYMPIC 95E
Product - Valve Boxes											
	City #B3322	Valve Box Top Section w/Lid, 930 10"	Base	Each	120.00	$	USD	$63.42	$7,610.40		OLYMPIC 10" TOP & LID
	City #B3323	Valve Box Top Section w/Lid, 930 15"	Base	Each	400.00	$	USD	$64.64	$25,856.00		OLYMPIC 15" TOP & LID
	City #B3327-36	Valve Box Bottom, 930 36"	Base	Each	180.00	$	USD	$63.25	$11,385.00		OLYMPIC 930 36" BOT

Product - Valve Boxes - Domestic											
	City #B3322-D	Valve Box Top Section w/Lid, 930 10" - Domestic	Base	Each	1.00	$	USD	$80.83	$80.83		TYLER 10" TOP & LID
	City #B3323-D	Valve Box Top Section w/Lid, 930 15" - Domestic	Base	Each	1.00	$	USD	$111.34	$111.34		TYLER 16" TOP & LID
	City #B3327-36-D	Valve Box Bottom, 930 36" - Domestic	Base	Each	1.00	$	USD	$107.22	$107.22		TYLER 36" BOT
Total Base Bid	$113,727.30										

Reference Number	Description	UOM	Quantity
			ARO
Product - Curb Boxes			
City #B3310	Repair Lid, Curb Box - Inside, Sidewalk	Each	25
City #B3311	Repair Lid, Curb Box - Outside, Regular	Each	50
City #B3313	Curb Box Top Section w/Lid	Each	1
City #Non-Inv	Curb Box Bottom Section 39"	Each	20
City #B3314-09	Curb Box Extension 9"	Each	10
City #B3315-16	Curb Box Extension 16"	Each	10
City #B3316-28	Curb Box Extension 28"	Each	1
City #B3319	Curb Box Complete, 95E	Each	950
			Subtotal Curb Boxes
Product - Valve Boxes			
City #B3322	Valve Box Top Section w/Lid, 930 10"	Each	120
City #B3323	Valve Box Top Section w/Lid, 930 15"	Each	400
City #B3327-36	Valve Box Bottom, 930 36"	Each	180
			Subtotal Valve Boxes
Product - Valve Boxes - Domestic			
City #B3322-D	Valve Box Top Section w/Lid, 930 10" - Domestic	Each	1
City #B3323-D	Valve Box Top Section w/Lid, 930 15" - Domestic	Each	1
City #B3327-36-D	Valve Box Bottom, 930 36" - Domestic	Each	1
			Subtotal Valve Boxes Domestic
Total Extended			

Valve Boxes - Annual Value Blanket

CONSOLIDATED SUPPLY	Core & Main	H D FOWLER CO
30	25	30
$375.00	$307.25	$497.25
$750.00	$996.50	$994.50
$34.74	$36.69	$31.58
$828.00	$777.80	$827.00
$173.70	$183.40	$174.90
$257.70	$280.60	$265.90
$37.37	$39.45	$37.30
$66,120.00	$65,303.00	$68,020.00
$68,576.51	$67,924.69	$70,848.43
$7,610.40	$8,811.60	$6,696.00
$25,856.00	$25,856.00	$25,720.00
$11,385.00	$11,502.00	$11,556.00
$44,851.40	$46,169.60	$43,972.00
$80.83	$87.12	$159.60
$111.34	$120.01	
$107.22	$115.56	$138.00
$299.39	$322.69	$297.60
$113,727.30	$114,416.98	$115,118.03

Ferguson Waterworks
15
$465.00
$930.00
$40.24
$894.00
$207.80
$317.90
$46.33
$79,325.00
$82,226.27
$8,768.40
$29,012.00
$13,230.00
$51,010.40
$0.00
$133,236.67

License Information:

New search Back to results

Entity name: HAJOCA CORPORATION

Business name: CONSOLIDATED SUPPLY

Entity type: Profit Corporation

UBI #: 600-504-974

Business ID: 001

Location ID: 0001

Location: Active

Location address:
3913 E FERRY AVE
SPOKANE WA 99202-4645

Mailing address:
2001 JOSHUA RD
LAFAYETTE HILL PA 19444-2431

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	T12026459BL			Active	Apr-30-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FANTHAM, RICK	
GUEYDAN, SUZANNE	
KLAU, RICHARD	
LOPOTEN, ERIC	
RUSKO, KATHLEEN	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
BASINS & SPOUTS	Active	Apr-29-2016
CONSOLIDATED SUPPLY	Active	Feb-15-2007
INLAND PIPE AND SUPPLY	Active	Dec-21-2020
INLAND SUPPLY	Active	Mar-12-2018
KEENAN SUPPLY	Active	Jan-20-1987

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/7/2026 11:24:02 AM

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0221
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	PARADIS 6510
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0221 TSA INCLEMENT WEATHER

Agenda Wording

An amendment to OPR 2026-0221 (The Salvation Army Inclement Weather 2026) to add an additional $30,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

The Salvation Army was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $250,000 via RES 2025-0110. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. The Salvation Army Inclement Weather project supports 25 beds for adults at The Way Out Center and has spent $152,750 of the $250,000 budget as of August 2026. With winter approaching, the HHS department is requesting an additional $30,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $280,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 30,000.00
Current Year Cost	$ 280,000.00
Subsequent Year(s) Cost	$

Narrative

The Salvation Army's current budget amount for inclement weather beds is $250,000. With this amendment adding an additional $30,000, the new total contract amount will be $280,000.

Amount		Budget Account
Expense	$ 30,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

1590 HEART Funds, $1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org
ppourzanjani@spokanecity.org	

CITY CLERKS NUMBER OPR 2026-0221
AMENDMENT A

1. SUBRECIPIENT THE SALVATION ARMY 222 E INDIANA AVE SPOKANE, WA 99207			**2. SUBRECIPIENT DOING BUSINESS AS** N/A	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE ANDREA REEDY 222 E INDIANA AVE SPOKANE, WA 99207 (509) 435-4988 ANDREA.REEDY@USW.SALVATIONARMY.ORG			**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY COLONEL KELLY PONTSLER 111 QUEEN ANNE AV N, SUITE #300 SEATTLE, WA 98109 (206)217-1200 KELLY.PONTSLER@USW.SALVATIONARMY.ORG			**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $280,000.00 **8. AMENDMENT AMOUNT** N/A	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A		**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12. LOCAL AGENCY CITY OF SPOKANE			**13. LOCAL PROGRAM** HEART (1590) FUNDS	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $280,000.00		**16. LOCAL AWARD** N/A	**17. LOCAL AWARD DATE** 12/01/25
18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A		**20. INDIRECT COST RATE** N/A	
21. EIN # 94-1156347	**22. UEI #** LEADQQFNL8M8	**23. UBI #** 048-002-487	**24. FMS VENDOR #** 000768	**25. PROJECT ID #** NBLY: 44607
26. AGREEMENT PURPOSE ADDITIONAL 1590 FUNDS FOR SALVATION ARMY INCLEMENT WEATHER (2026) EMERGENCY SHELTER NIGHT BY NIGHT AGREEMENT				
The following other documents are incorporated by reference: • CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION				

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: INCLEMENT WEATHER BEDS (THE WAY OUT CENTER)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **THE SALVATION ARMY** whose address is 222 E INDIANA AVE, SPOKANE, WA 99207 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)** which equates to a new total AGREEMENT amount not to exceed **TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   The budget chart set forth below supersedes and replaces all prior budget charts and shall be the only controlling budget for all purposes moving forward.

BUDGET	
COST PER BED PER NIGHT	$75.00
TOTAL OPERATIONS	$280,000.00

DRAFT

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

DRAFT

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

THE SALVATION ARMY Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

DRAFT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2026

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 Willis Towers Watson Insurance Services West, Inc. 4031 Aspen Grove Drive, 4th Floor, Suite 450 Franklin, TN 37067 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED The Salvation Army - Division 9 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Greenwich Insurance Company — 22322 INSURER B : Lexington Insurance Company — 19437 INSURER C : Homeland Insurance Company of New York — 34452 INSURER D : XL Insurance America Inc — 24554 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W48919946 **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 INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Self Insured Retention: [X] $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			RGE300179803	10/01/2026	10/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RAD500021916	10/01/2026	10/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Healthcare Professional Liab.			6791603	12/01/2025	12/01/2026	Limit:	See Below

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

Division #09-105

Re: Salvation Army The Way Out Center

SEE ATTACHED

CERTIFICATE HOLDER

City of Spokane CHHS Dept.
808 W. Spokane Falls Blvd. #650
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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SR ID: 30764556 BATCH: 4632804

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		The Salvation Army - Division 9 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Healthcare Professional Liability (Primary) - Claims Made
Carrier: Lexington In Co Policy No. 6791603
Term: 12/01/2025 to 12/01/2026
Aggregate Limit: $6,000,000
Each Medical Incident:- $1,000,000
Self-Insured Retention: $100,000 Each medical incident

Excess Healthcare Professional Liability - Claims Made
Carrier: Lexington Ins Co Policy No. 6798274
Term: 12/01/2025 to 12/01/2026
Aggregate Limit: $4,000,000
Each Medical Incident: $4,000,000
Policy Aggregate Limit: $4,000,000

Where required by written contract the City of Spokane is named as an Additional Insured as respects the operations of the Named Insured indicated herein.

INSURER AFFORDING COVERAGE: Homeland Insurance Company of New York NAIC#: 34452
POLICY NUMBER: 720004028-0000 EFF DATE: 06/30/2026 EXP DATE: 06/30/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability	Each Claim/Policy Agg	$5,000,000
□□□□□□□□□□□□□□□□	Retention	$150,000

INSURER AFFORDING COVERAGE: XL Insurance America Inc NAIC#: 24554
POLICY NUMBER: US00064229LI26A EFF DATE: 10/01/2026 EXP DATE: 10/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Umbrella Incl. - Abuse or Molestation	A/M Each Claim / Agg	$10,000,000
Retention-Abuse/Molestation	Per Claimant	$5,000,000
A/M Claims-Made and Reported		

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: THE SALVATION ARMY

Business name: SPOKANE WAY OUT CENTER

Entity type: Nonprofit Corporation

UBI #: 048-002-487

Business ID: 001

Location ID: 0062

Location: Active

Location address:
55 W MISSION AVE
SPOKANE WA 99201-2333

Mailing address:
55 W MISSION AVE
SPOKANE WA 99201-2333

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 Nonprofit Business				Active	Jul-31-2027	Feb-17-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BETTS, JAMES	President
BETTS, SUE-ELLEN	Director
CHARLES, FOWLER	Director
FOWLER, SHARI	Director
HEATWOLE, MERLE	Chairman of the Board
HUGHES, TERRY	

Owners and officers	Title
PONTSLER, KELLY	
PONTSLER, KELLY	Treasurer
WILD, IVAN	Vice President

Page 1 of 3

Registered Trade Names

Filter

Registered trade names	Status	First issued
ANACORTES	Active	Feb-17-2023
CENTRALIA SHELTER	Active	Mar-04-2026
CHARIS PLACE	Active	Mar-01-2023
DC-WAREHOUSE	Active	Dec-14-2022
GRAY HARBOR -ABERDEEN	Active	Dec-22-2022
JEFFERSON DAY/NIGHT CENTER	Active	Aug-17-2026
KENT SERVICE	Active	Feb-23-2023

Registered trade names	Status	First issued
MOSES LAKE CORPS	Active	Mar-02-2023
NW DHQ	Active	Sep-18-2026
OLYMPIA EMERGENCY SHELTER	Active	Feb-21-2023
OLYMPIA SOCIAL SERVICES	Active	Feb-17-2023
PORT ANGELES SOCIAL SERVICE	Active	Feb-23-2023
REDMOND HEALTH T HOUSING	Active	Aug-30-2024
RENTON FOOD BANK	Active	Feb-21-2023
SALVATION ARMY CENTRALIA WAREHOUSE	Active	Mar-25-2026

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:25:42 PM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 28, 2026

WA UBI No.	048 002 487
L&I Account ID	163,769-09
Legal Business Name	SALVATION ARMY THE
Doing Business As	SALVATION ARMY THE-SPOKANE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026		
Clerk's File #	OPR 2026-0155		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 6510	**Requisition #**	29019
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0155 CCEW INCLEMENT		

Agenda Wording

An amendment to OPR 2026-0155 (Catholic Charities Inclement Weather 2026) to add an additional $40,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

Catholic Charities was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $400,000 via RES 2025-0110. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. Catholic Charities Inclement Weather project supports 35 beds for men at the House of Charity Shelter and 14 beds for families with children at St. Margaret's Shelter. As of August 2026, the project has spent $261,220 of the $400,000 budget. With winter approaching, the HHS department is requesting an additional $40,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $440,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 40,000.00
Current Year Cost	$ 40,000.00
Subsequent Year(s) Cost	$

Narrative

Catholic Charities' current budget amount for inclement weather beds is $400,000. With this amendment adding an additional $40,000, the new total contract amount will be $440,000.

Amount		Budget Account
Expense	$ 40,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26. 1590 HEART Funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	PURCHASING	NECHANICKY, JASON
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	dnorman@spokanecity.org
ppourzanjani@spokanecity.org	kcederquist@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0155
AMENDMENT B

1. SUBRECIPIENT CATHOLIC CHARITIES OF SPOKANE 12 E 5TH AVE SPOKANE, WA 99202		**2. SUBRECIPIENT DOING BUSINESS AS** CATHOLIC CHARITIES OF EASTERN WASHINGTON 12 E 5TH AVE SPOKANE, WA 99202	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE OKSANA ZAKHARCHENKO 12 E 5TH AVE SPOKANE, WA 99202 (509)455-3031 OKSANA.ZAKHARCHENKO@CCEASTERNWA.ORG		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY SHARON STADELMAN 12 E 5TH AVE SPOKANE, WA 99202 (509) 358-4250 X4269 SHARON.STADELMAN@CCEASTERNWA.ORG		**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $440,000.00 **8. AMENDMENT AMOUNT** $40,000.00	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12a. LOCAL AGENCY CITY OF SPOKANE		**13a. LOCAL PROGRAM** HEART (1590) FUNDS	
14a. LOCAL AWARD NUMBER N/A	**15a. LOCAL FUNDS** $281,900.50	**16a. TOTAL LOCAL AWARD** N/A	**17a. LOCAL AWARD DATE** N/A
12b. STATE AGENCY WASHINGTON STATE DEPARTMENT OF COMMERCE		**13b. STATE PROGRAM** DOCUMENT RECORDING FEE FUNDS	
14b. STATE AWARD NUMBER 26-46108-30	**15b. STATE FUNDS** $158,099.50	**16b. TOTAL STATE AWARD** $4,652,981.00	**17b. STATE AWARD DATE** 07/01/25

18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** N/A

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
91-0569880	KLV5D7M8LF44	601-155-740	012876	NBLY: 44608

26. AGREEMENT PURPOSE

ADDITIONAL 1590 FUNDS FOR INCLEMENT WEATHER SHELTERS PROJECT

The following other documents are incorporated by reference:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CITY OF SPOKANE

AGREEMENT AMENDMENT B

Title: INCLEMENT WEATHER BEDS (ST MARGARET'S SHELTER & HOUSE OF CHARITY)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **CATHOLIC CHARITIES OF SPOKANE** whose address is 12 E 5TH AVE, SPOKANE, WA 99202 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00)** which equates to a new total AGREEMENT amount not to exceed **FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($440,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   House of Charity - $69 per bed per night x 35 beds per night = $2,415.00 per night
   To be billed regardless of utilization

   St. Margaret's Shelter - $55 per bed night x 14 beds per night = $770 per night
   To be billed based on occupancy

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

CATHOLIC CHARITIES Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

CATHCHA-02 DPIKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: deedee.pike@alliant.com
INSURED Catholic Charities of Spokane dba Catholic Charities Eastern Washington PO Box 2253 Spokane, WA 99210-2253	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : Tokio Marine Specialty Insurance Company 23850 INSURER C : Houston Casualty Company 42374 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: Deductible $25,000	X		PHPK2721376-001	6/1/2026	6/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PHPK2721376-001	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PUB939185-001	6/1/2026	6/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PHPK2721376-001	6/1/2026	6/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			H25NGP230289-05	8/17/2025	8/17/2026	Aggregate Limit	2,000,000

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

RE: HHOS and other Homeless Services - inclement Weather Contract OPR 2026-0155)

Also included In Philadelphia coverages: EMPLOYEE DISHONESTY $1,000,000 Limit ($5,000 Deductible), PROFESSIONAL LIABILITY $1,000,000 per Claim/$3,000,000 Aggregate, ABUSIVE CONDUCT LIABILITY $1,000,000 per Claim/Aggregate. The Umbrella includes an additional $2,000,000/$2,000,000 for Abusive Conduct Liability.

If required by written contract, City of Spokane is an Additional Insured per General Liability form PI-GLD-HS (10/11) attached.

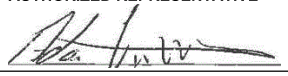
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CATHOLIC CHARITIES OF SPOKANE

Business name: CATHOLIC CHARITIES OF SPOKANE

Entity type: Nonprofit Corporation

UBI #: 601-155-740

Business ID: 001

Location ID: 0072

Location: Active

Location address:
12 E 5TH AVE
SPOKANE WA 99202-1309

Mailing address:
PO BOX 2253
SPOKANE WA 99210-2253

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
Minor Work Permit				Active	May-31-2027	Aug-22-2014
Spokane Nonprofit Business				Active	May-31-2027	May-12-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ARGUINCHONA, KARLENE	Director
BLACK, MARY HELEN	Chairman of the Board
MCCANN, ROBERT	President
OSENGA, DAVID	CFO
PATTERSON, STEPHEN	Director

Registered Trade Names

Filter

Registered trade names	Status	First issued
CATALYST	Active	Apr-03-2023
CATHOLIC CHARITIES EASTERN WASHINGTON	Active	Dec-28-2017
CATHOLIC CHARITIES OF SPOKANE	Active	Dec-28-2017
CATHOLIC FAMILY SERVICES	Active	Dec-11-2008
COMMUNITY BEHAVIORAL HEALTH SERVICES	Active	Apr-12-2022
FOOD FOR ALL	Active	Jun-27-2018
GOSH - SUPPORTIVE HOUSING	Active	Apr-22-2026
HOUSE OF CHARITY	Active	Apr-05-2023
HOUSING SOCIAL SERVICES	Active	Dec-11-2008
LOFT YOUTH SHELTER	Active	May-12-2022
RISING STRONG	Active	Apr-13-2017

Registered trade names	Status	First issued
ST ANNE'S CHILDREN AND FAMILY CENTER	Active	Aug-04-2014
ST. MARGARET'S SHELTER	Active	Dec-11-2008
THE SPARK	Active	Oct-28-2024
WALLA WALLA REGIONAL OFFICE	Active	May-12-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:29:16 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

Check if your browser is supported

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 29, 2026

WA UBI No.	601 155 740
L&I Account ID	312,584-81
Legal Business Name	CATHOLIC CHARITIES OF SPOKANE
Doing Business As	CATHOLIC CHARITIES OF SPOKANE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	10/7/2026
		Clerk's File #	OPR 2026-0154
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	PARADIS 6510	**Requisition #**	
Contact E-Mail	PPOURZANJANI@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	SDIXIT ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AMENDMENT ADDING FUNDS TO OPR 2026-0154 JHH INCLEMENT WEATHER		

Agenda Wording

An amendment to OPR 2026-0154 (Jewels Helping Hands Inclement Weather 2026) to add an additional $50,000 in 1590 Heart Funds to support inclement weather bed operations through the end of the contract period ending 12/31/26.

Summary (Background)

Jewels Helping Hands was approved as an inclement weather provider for calendar year 2026 (1/1/26-12/31/26) for a total of $150,000 via RES 2026-0001. So far in 2026, the City of Spokane has activated inclement weather beds for 105 days. Jewels Helping Hands Inclement Weather project supports 15 beds for women and has spent $118,125 of the $150,000 budget as of August 2026. With winter approaching, the HHS department is requesting an additional $50,000 in 1590 Heart Funds to ensure enough funding remains to cover inclement weather bed operations through the end of the contract period ending 12/31/26. The new total contract amount will be $200,000. The Inclement weather beds are activated in accordance with SMC 02.04.045, which dictates that inclement weather beds should be activated when the Wind Chill is predicted to be 32 degrees Fahrenheit or lower according to the National Weather Service or when the AQI reaches 201 or higher.

What impacts would the proposal have on historically excluded communities?

These funds will be used to support households experiencing homeless seeking safe, dry, warm shelter beds during inclement weather events in accordance with SMC 02.04.045.

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

All data will be entered into HMIS and reports will be given to Council and the community on program utilization. In addition to this, providers are required to update bed availability/inventory in ShelterMe Spokane on a daily basis for community members seeking shelter availability.

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

Subrecipients are required to log inclement weather bed utilization in HMIS which allows us to better understand the supply and demand relationship for shelter beds in our community during inclement weather events as well as how funds may be shifted to support more beds for specific sub populations.

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

These projects align with SMC 02.04.045 as well as the CoC's Five-Year Strategic Plan to End Homelessness.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 50,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$

Narrative

Jewels Helping Hands' current budget amount for inclement weather beds is $150,000. With this amendment adding an additional $50,000, the new total contract amount will be $200,000.

Amount		Budget Account
Expense	$ 50,000.00	# 1595-53126-51010-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

$1 million has been allotted to HHS for inclement weather services for calendar year 2026. These are 1590 HEART Funds that support this project through 12/31/26. 1590 HEART Funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER OPR 2026-0154
AMENDMENT A

1. SUBRECIPIENT JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205		**2. SUBRECIPIENT DOING BUSINESS AS** N/A	
3. SUBRECIPIENT PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509) 265-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM		**4. CITY PROGRAM REPRESENTATIVE** PARADIS POURZANJANI 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6510 PPOURZANJANI@SPOKANECITY.ORG	
5. SUBRECIPIENT SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509) 701-8973 JASON.GREEN.WA@GMAIL.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT 808 W SPOKANE FALLS BLVD SPOKANE, WA 99202 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $200,000.00 **8. AMENDMENT AMOUNT** $50,000.00	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 01/01/26	**11. END DATE** 12/31/26
12. LOCAL AGENCY CITY OF SPOKANE		**13. LOCAL PROGRAM** 1590 FUNDS	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $200,000.00	**14. LOCAL AWARD NUMBER** N/A	**17. LOCAL AWARD DATE** 12/01/25

18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** N/A

21. EIN #	**22. UEI #**	**23. UBI #**	**24. FMS VENDOR #**	**25. PROJECT ID #**
84-2198820	T55UM126WD94	604-475-550	049096	NBLY: 44607

26. CONTRACT PURPOSE

ADDITIONAL 1590 FUNDS GOT JEWEL'S HELPING HANDS INCLEMENT WEATHER (2026) EMERGENCY SHELTER NIGHT BY NIGHT AGREEMENT

The following other documents are incorporated by reference:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CITY OF SPOKANE

AGREEMENT AMENDMENT A

Title: INCLEMENT WEATHER BEDS (MORNING STAR)

THIS AGREEMENT AMENDMENT ("AMENDMENT") is between the **CITY OF SPOKANE** as ("CITY"), a Washington municipal corporation, and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("SUBRECIPIENT"). Individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Inclement Weather Shelter operations through December 31, 2026, and the CITY therefore seeks to allocate additional HEART (1590) funds to the existing Inclement Weather agreement to ensure the continued delivery of services through the end of the AGREEMENT term; and

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

1. **AGREEMENT DOCUMENTS.**
   The original AGREEMENT, 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 AGREEMENT AMENDMENT shall become effective on January 1, 2026.

3. **AMENDMENT – SECTION 2.1. COMPENSATION & BUDGET**
   The total amount CITY shall pay SUBRECIPIENT is increased by **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** which equates to a new total AGREEMENT amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)** for everything furnished and done under the original AGREEMENT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original AGREEMENT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original AGREEMENT and this AMENDMENT document.

   The budget chart set forth below supersedes and replaces all prior budget charts and shall be the only controlling budget for all purposes moving forward.

BUDGET	
COST PER NIGHT	$1,125.00
TOTAL OPERATIONS	$200,000.00

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

SUBRECIPIENT

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 a part of this Agreement:

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ATTACHMENT A: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   a. 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.
   b. 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.

JEWELS HELPING HANDS Name of Subrecipient / Contractor / Consultant (Type or Print)	HEART (1590) Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER A : Church Mutual Insurance Company, S.I.	18767
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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

Pamela J Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S CANNON ST SPOKANE WA 99201-5616	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		0452568 09-985605	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured: City of Spokane

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: JEWELS HELPING HANDS

Business name: JEWELS HELPING HANDS

Entity type: Nonprofit Corporation

UBI #: 604-475-550

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

Mailing address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

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 Nonprofit Business				Active	Jun-30-2027	Jul-29-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:21:26 PM

Contact us

How are we doing?
Take our survey!

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

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/15/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	10/7/2026
Clerk's File #	OPR 2026-0872
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES
Contact Name/Phone	KERI 6577
Contact E-Mail	KCEDERQUIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	SDIXIT ZZAPPONE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	AUTHORIZATION OF EMERGENCY CONTRACT W/ JEWELS HELPING HANDS

Agenda Wording

Authorization of emergency contract with Jewels Helping Hands, the current Housing Navigation Center operator, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to assist individuals affected by the Spokane Complex Fires.

Summary (Background)

Jewels Helping Hands serves as the current operator of the Housing Navigation Center under OPR 2025-0785. At the direction of the City, Jewels Helping Hands was asked to extend the Housing Navigation Center operating hours to 24 hours/7 days a week for the month of August 2026 to assist individuals affected by the Spokane Complex Fires. This contract is to authorize Jewels Helping Hands to be reimbursed a total of $52,392.73 in additional operating costs related to the Spokane Complex Fires. These costs include providing meals to clients of the Navigation Center, purchasing shelter bedding and supplies, clothing, toiletries, payroll costs for additional staff time, additional utility costs as a result of keeping the Navigation Center open 24 hours, and transportation costs. This contract is exempt from competitive solicitation via EO 2026-0004 and EO 2026-0005 and an emergency non-competitive procurement justification form was completed and approved by leadership and the purchasing department. This expense will be funded using miscellaneous grant funds, which may be made up of a combination of state, local, and federal dollars.

What impacts would the proposal have on historically excluded communities?

This contract supports individuals displaced by the Spokane Complex Fires accessing resources at the Housing Navigation Center. The Housing Navigation Center reduces housing and service disparities for people disproportionately impacted by homelessness – particularly BIPOC, disabled, and other historically excluded residents – by directly connecting individuals to emergency housing, Coordinated Entry access, documentation gathering, and connection to basic health care, food and income benefits, employment opportunities, transportation, and providers that deliver culturally responsive, trauma-informed care.?

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

All data for clients accessing resources at the Housing Navigation Center is entered into HMIS and quarterly reports will be given by HMIS to Council on program outcomes.

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

While this contract is for one-time costs in response to the Spokane Complex Fires, the Housing Navigation Center project follows the Spokane Regional Five-Year Plan to Prevent and End Homelessness, including performance measures as defined in the Five-Year Performance Management Plan.?

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

This proposal is an emergency procurement authorized under the fire-related emergency declaration to meet an immediate, time-limited need. It aligns with the City's emergency declaration authority and general obligation to protect the health and safety of affected residents.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 52,392.73
Current Year Cost	$ 52,392.73
Subsequent Year(s) Cost	$

Narrative

$52,392.73 is the total amount of actual costs incurred by Jewels Helping Hands to operate the Housing Navigation Center with extended hours for the month of August in response to the Spokane Complex Fires. This expense may be funded with a combination of

Amount		Budget Account
Expense	$ 52,392.73	# 1330-94005-65410-54201-54923
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Miscellaneous Grant Funds (Comb of State, Local, &/or Federal Funds). This is a one-time expense for costs related to the Spokane Complex Fires. This contract will be funded using the City's Miscellaneous Grants, which may be a combination of state, local, and federal funds.

Expense Occurrence	One-Time

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

N/A. This is a reimbursement-based contract with no revenue-generating component and no match requirement.

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	ppourzanjani@spokanecity.org
kcederquist@spokanecity.org	dnorman@spokanecity.org

CITY CLERKS NUMBER _____

1. GRANTEE JEWELS HELPING HANDS 5128 N JEFFERSON ST SPOKANE, WA 99205		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JULIE GARCIA 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)263-5502 JEWELSHELPINGHANDSSPOKANE@GMAIL.COM		**4. CITY PROGRAM REPRESENTATIVE** KERI CEDERQUIST, PROGRAM MANAGER 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6577 KCEDERQUIST@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JASON GREEN 5128 N JEFFERSON ST SPOKANE, WA 99205 (509)701-8973 JASON.GREEN.WA@GMAIL.COM		**6. CITY SIGNATORY** LISA BROWN, MAYOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6250 MAYOR@SPOKANECITY.ORG	
7. AGREEMENT AMOUNT $52,392.73 **8. AMENDMENT AMOUNT** N/A	**9. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**10. START DATE** 08/01/26	**11. END DATE** 08/31/26
12. LOCAL AGENCY CITY OF SPOKANE		**13. LOCAL PROGRAM** MISCELLANEOUS GRANT FUND	
14. LOCAL AWARD NUMBER N/A	**15. LOCAL FUNDS** $52,392.73	**16. TOTAL LOCAL AWARD** N/A	**17. LOCAL AWARD DATE** N/A
18. ALN # N/A	**19. RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**20. INDIRECT COST RATE** DE MINIMIS – 15%	
21. EIN # 84-2198820	**22. UEI #** T55UM126WD94	**23. UBI #** 604-475-550	**24. FMS VENDOR #** 049096	**25. PROJECT ID #** N/A
26. AGREEMENT PURPOSE FUNDING FOR 24-HOUR OPERATION OF THE HOUSING NAVIGATION CETNER			

City Clerk's No. _____

CITY OF SPOKANE

AGREEMENT

Title: Housing Navigation Center Extended Operating Hours for August 2026 in Response to Spokane Complex Fires

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **JEWELS HELPING HANDS** whose address is 5128 N JEFFERSON ST, SPOKANE, WA 99205 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, under RCW 38.52.070(2), the Washington Emergency Management Act, as well as Chapter 02.04 SMC and SMC Sec. 07.06.180, the Mayor has the power to enter into emergency procurement contracts and incur obligations necessary to protect the health and safety of persons and property, and to provide emergency assistance to the victims of such disaster, and may do so expeditiously without regard to budget law limitations requiring prior Council approval; and

WHEREAS, in response to the emergency conditions created by the Old Trails Fire and the need to facilitate the timely delivery of emergency response, recovery, and community assistance services, the Mayor issued Executive Order No. 2026-0004, effective August 1, 2026, authorizing the CITY to enter into contracts necessary to support emergency response and recovery efforts without prior approval of the Spokane City Council; and

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

1. GENERAL TERMS.

1.1. PURPOSE/PERFORMANCE.

1.1.1. PERFORMANCE.

This AGREEMENT, authorized under the fire-related emergency declaration, engages Jewels Helping Hands, operator of the Housing Navigation Center, to be reimbursed for $52,392.73 in costs associated with the additional operating hours at the Housing Navigation Center to assist individuals affected by the Spokane Complex Fires.

At the direction of the City, Jewels Helping Hands expanded the Navigation Center's normal operating hours to 24 hours/7 days per week for the month of August 2026 to assist individuals affected by the Spokane Complex Fires. Expenses related to this include providing meals to clients of the Navigation

Center, purchasing shelter bedding and supplies, clothing, toiletries, payroll costs for the additional staff time, the additional utility costs as a result of keeping the Navigation Center open 24 hours, and transportation costs.

1.1.2. STANDARD OF PERFORMANCE.
The silence or omission in the AGREEMENT regarding any detail required for the proper performance of the work, means that the GRANTEE shall perform the best general practice.

1.2. TERM.
The term of this AGREEMENT begins on August 1, 2026, and shall run through August 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. FINANCIAL TERMS.

2.1. COMPENSATION & BUDGET.
Total compensation for GRANTEE's services under this AGREEMENT shall be a maximum amount not to exceed **FIFTY-TWO THOUSAND THREE HUNDRED NINETY-TWO AND 73/100 DOLLARS** (**$52,392.73**), and applicable taxes, unless modified by a written amendment to this AGREEMENT. This is the maximum amount to be paid under this AGREEMENT for the work described in SECTION 1.1.1.,and shall not be exceeded without the prior written authorization of the CITY in the form of an executed amendment to this AGREEMENT. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

Category	Amount
Facility Support	$8,481.21
Operations	$37,502.56
Administration	$6,408.96
Total 8/1/2026 - 8/31/2026	**$52,392.73**

2.2. REQUESTS FOR REIMBURSEMENT.
The GRANTEE shall submit complete and accurate requests for reimbursement, together with all required supporting documentation, to:

Keri Cederquist, Program Manager
kcederquist@spokanecity.org

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete draw requests that are submitted in accordance with the requirements of this AGREEMENT and any applicable CITY reimbursement procedures.

Only allowable costs that are directly related to the performance of this AGREEMENT and incurred during the approved period of performance shall be eligible for reimbursement. The CITY reserves the right to deny reimbursement for any costs that are unallowable, inadequately documented, outside the scope of this AGREEMENT, or otherwise not in compliance with the terms and conditions of this AGREEMENT.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the Draw Request function in the GRANTEE's Neighborly participant portal. In certain circumstances due to funder deadlines this may be adjusted and your CITY Project Representative will notify you with 30 days advance notice of this reduced timeline. In conjunction with each draw request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant or other founding source.

2.3. PAYMENT.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law.

2.3.1. DISALLOWED COSTS.

If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

2.3.2. REPAYMENT.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the AGREEMENT will be subject to cancellation by the CITY.

2.3.3. FUNDING AVAILABILITY.

The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

2.3.4. WITHHOLDING PAYMENTS.

The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this AGREEMENT.

2.4. PROGRAM INCOME.

If program income is generated by activities carried out with program funds made available under this AGREEMENT, the GRANTEE shall report program income monthly on invoices submitted to CITY. By way of further limitations, the GRANTEE may use such income during the AGREEMENT period for activities permitted under this AGREEMENT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the AGREEMENT period.

2.5. INDIRECT COSTS.

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 15% of Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Project Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

3. PROGRAM & CLIENT REQUIREMENTS.

3.1. COMPLIANCE WITH LAWS & PROGRAM REQUIREMENTS.

Each PARTY shall comply with all applicable Federal, state, and local laws and regulations.

3.2. CLIENT DATA & ELIGIBILITY.

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, at minimum, the client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

3.3. CONFIDENTIALITY & DISCLOSURE.

3.3.1. DEFINITIONS.

Confidential Information: All material produced by the GRANTEE that is designated as "confidential" by CITY as well as all personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law.

Personal Information: Includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.3.1.1. DISCLOSURE OF CONFIDENTIAL INFORMATION.

The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever CITY reasonably determines that changes are necessary to prevent

unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

3.3.1.2. FAMILY VIOLENCE CONFIDENTIALITY PROVISIONS.
The GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

The GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

3.3.1.3. UNAUTHORIZED USE OR DISCLOSURE.
The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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

4. ADMINISTRATIVE & OPERATIONAL REQUIREMENTS.

4.1. RECORDS AND RETENTION.

4.1.1. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the PROGRAM and activities to be funded under this AGREEMENT to properly and thoroughly document PROGRAM compliance.

4.1.2. RECORD RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this AGREEMENT for a period of at least six (6) years or as determined by ATTACHMENT - SCOPE OF WORK. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of

the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

4.2. AUDITS & INSPECTIONS.
The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this AGREEMENT.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this AGREEMENT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

4.2.1. FEDERAL AUDIT THRESHOLDS.
If this AGREEMENT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

4.2.2. SUBMISSION TIMELINES.
The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Project Representative (designated on the FACE SHEET of this AGREEMENT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Project Representative (designated on the FACE SHEET of this AGREEMENT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Project Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

4.2.3. DISALLOWED COSTS RECOVERY.
The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

4.3. MONITORING & ACCESS.

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above.

Additionally, the CITY will monitor spend down of grant funds, and all other terms and conditions of this AGREEMENT in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients.

Substandard performance as determined by the CITY will constitute noncompliance with this AGREEMENT and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, AGREEMENT suspension or termination procedures will be initiated.

5. CITY OF SPOKANE STANDARD PROVISIONS.

5.1. ASSIGNMENT & SUBCONTRACTING.

5.1.1. ASSIGNMENTS

This AGREEMENT is binding on the PARTIES and their heirs, successors, and assigns. Neither PARTY may assign, transfer or subcontract its interest, in whole or in part, without the other PARTY's prior written consent.

5.1.2. SUBCONTRACTING.

The GRANTEE shall not subaward any funds included in this AGREEMENT without prior approval from the CITY.

5.2. AMENDMENTS.

5.2.1. BUDGET AMENDMENT RULES.

The CITY and GRANTEE may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the CITY or GRANTEE from its obligations under this AGREEMENT. All amendments to this AGREEMENT must be requested in writing by the GRANTEE using AMENDMENT REQUEST FORM and shall be submitted to the CITY's Project Representative at least ninety (90) days prior to the end date of this AGREEMENT as listed on the FACE SHEET.

Requests submitted within the final ninety days of the period of performance of this AGREEMENT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

During an AMENDMENT, ALL pending invoice reimbursements will be paused.

The CITY may, in its discretion, amend this AGREEMENT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both PARTIES.

5.2.2. RISK LEVEL.

No more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

6. NOTICES.

Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this AGREEMENT shall be directed to the Project Representative as identified on the FACE SHEET.

6.1. BUSINESS LICENSE.

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

6.2. SPECIAL CONDITIONS.

6.2.1. MEETING INFORMATION.

The GRANTEE shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

6.2.2. KEY PERSONNEL CHANGE.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

6.2.3. COMMUNICATIONS.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each

other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight (48) hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this AGREEMENT. The GRANTEE Further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.

7. ETHICS, LEGAL, & RISK.

7.1. ANTI-KICKBACK.

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

7.2. DEBARMENT & SUSPENSION.

The GRANTEE has provided its certification that it is in compliance with and shall not AGREEMENT 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.

7.3. NONDISCRIMATION.

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

7.4. INSURANCE.

During the term of the AGREEMENT, the GRANTEE shall maintain in force at its own expense, the insurance coverages listed below. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY.

As evidence of the insurance coverage(s) required by this AGREEMENT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed AGREEMENT. The certificate shall specify the City of Spokane as "Additional Insured" specifically for GRANTEE's services under this AGREEMENT, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

The GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

7.4.1. WORKER'S COMPENSATION INSURANCE.
Must be in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

7.4.2. GENERAL LIABILITY INSURANCE.
On an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this AGREEMENT. It shall provide that the CITY, its officers and employees are additional insureds, but only with respect to the GRANTEE's services to be provided under this AGREEMENT;

7.4.2.1. SUPPLEMENTARY UMBRELLA INSURANCE.
Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this AGREEMENT.

7.4.3. 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.

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

8. TERMINATION & DISPUTES.

8.1. TERMINATION.
Either party may terminate this AGREEMENT by thirty (30) days written notice to the other party. In the event of such termination, the CITY shall pay the GRANTEE for all

work previously authorized and performed prior to the termination date. The CITY may suspend or terminate this AGREEMENT if the GRANTEE materially fails to comply with any terms of this AGREEMENT

8.1.1. FOR CAUSE.

Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; or

Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this AGREEMENT; or

Ineffective or improper use of funds provided under this AGREEMENT; or

Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

8.1.2. FOR CONVENIENCE.

This AGREEMENT may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

8.2. DISPUTES & GOVERNING LAW.

This AGREEMENT shall be performed under the laws of the State of Washington. Any litigation to enforce this AGREEMENT or any of its provisions shall be brought in Spokane County, Washington.

9. MISCELLANEOUS.

9.1. SEVERABILITY.

In the event any provision of this AGREEMENT should become invalid, the rest of the AGREEMENT shall remain in full force and effect.

9.2. WAIVER.

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

9.3. SECTION HEADINGS.

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

9.4. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire AGREEMENT between the CITY and the GRANTEE for the use of funds received under this AGREEMENT, and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this AGREEMENT.

10. CLOSEOUT.

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

11. COUNCIL RATIFICATION REQUIRED.

Pursuant to SMC 7.60.180, this AREEMENT shall be presented to the City Council for ratification through a resolution. If the Council votes against ratification of this AGREEMENT, it shall become void and GRANTEE shall be paid for actual costs incurred for performance of the contract through the date of the Council's vote.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this AGREEMENT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all AGREEMENT provisions as listed above.

GRANTEE	**CITY OF SPOKANE**
_____	_____
SIGNATURE DATE	SIGNATURE DATE
_____	_____
TYPE OR PRINT NAME	TYPE OR PRINT NAME
_____	_____
TITLE	TITLE
ATTEST:	APPROVED AS TO FORM:
_____	_____
CITY CLERK	ASSISTANT CITY ATTORNEY

Attachments that are part of this AGREEMENT:

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

ATTACHMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Recipient / 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 Agreement 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 Agreement 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this Agreement 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 Agreement 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 Agreement 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 Agreement, such Contractor shall attach an explanation to this Agreement.

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

JEWELS HELPING HANDS	MISCELLANEOUS GRANT FUNDS
Name of Recipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2026

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: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED JEWELS HELPING HANDS 527 S Cannon St Spokane WA 99201-5616	INSURER A : Church Mutual Insurance Company, S.I.	18767
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		0452568 25-998866	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			0452568 85-000647	05/01/2026	05/01/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Counseling Services NPHS Professional Liability			0452568 25-998866	05/01/2026	05/01/2027	Each Occurrence Aggregate	$1,000,000 $2,000,000

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

Abuse/Molestation: $1M/occurrence & $2M/aggregate
Cyber Liability and Data Breach Response Services: $1M/occurrence & $2M/aggregate
Property Damage Legal Liability for Assessed Building Value: $373,000
Business Income and Extra Expense to cover replacement of minimum one year of rent: $10,000
City of Spokane is included as Additional Insured, building owner with loss payable to City of Spokane
City of Spokane, its officers, employees, contractors, and agents are named as Additional Insured under CG 20 26 for General Liability

CERTIFICATE HOLDER

City of Spokane
Attn: City Administrator
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

Pamela J Rushing

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

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

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

PRODUCER	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED JEWELS HELPING HANDS 527 S CANNON ST SPOKANE WA 99201-5616	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		0452568 09-985605	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured: City of Spokane

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 6, 2026

WA UBI No.	604 475 550
L&I Account ID	699,086-00
Legal Business Name	JEWELS HELPING HANDS
Doing Business As	JEWELS HELPING HANDS
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "21 to 30 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: JEWELS HELPING HANDS

Business name: JEWELS HELPING HANDS

Entity type: Nonprofit Corporation

UBI #: 604-475-550

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

Mailing address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

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 Nonprofit Business				Active	Jun-30-2027	Jul-29-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GARCIA, JULIE	President
GREEN, JASON	Treasurer

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/28/2026 4:21:26 PM

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STATE OF WASHINGTON

Department of Labor & Industries

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Licensed Contractor?	No

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

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Reports, Contracts & Claims		**Date Rec'd**	9/29/2026
		Clerk's File #	OPR 2026-0873
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	HOLLIS STAAL X6854	**Requisition #**	
Contact E-Mail	HSTAAL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 4111 E LONGFELLOW AVE		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Rad Space, LLC, for the property located at 4111 E Longfellow Ave, to create 4 dwelling units. Following construction the project intends to finalize under the 12yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multi-Family Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff have determined that the Longfellow Single Families application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Area identified in SMC 08.15.030. The application proposes to create 4 structures with 1 residential unit per structure on the property at 4111 E Longfellow Ave, within the Hillyard Neighborhood (District 1). The property is zoned R1 and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multifamily Tax Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 12-year exemption require income and rent restriction, which are reviewed for compliance by staff with the mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finaled projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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sgardner@spokanecity.org	eking@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Rad Space, LLC, as "Owner/Taxpayer" whose business address is 5830 E 2nd St, Unit 92972 Casper, WA 82609.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HILLYARD ORCH HTS L15-16 B3

Assessor's Parcel Number(s) 35031.0310, commonly known as 4111 E Longfellow Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Rad Space, LLC

_____

_____

Owner/Taxpayer

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

CITY OF SPOKANE

By:_____
Mayor, Lisa Brown

By_____
Its:_____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	10/7/2026
		Clerk's File #	ORD C36964
		Cross Ref #	
Council Meeting Date: 11/04/2026		**Project #**	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON X6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – GENERAL FUND SIP LOAN		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to establish an interfund SIP loan to the General Fund to repay a one-time interfund transfer from the Development Services Fund, and declaring an emergency.

Summary (Background)

This SBO accompanies a Resolution providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed $4,011,000; establishing interfund loan facilities from the Spokane Investment Pool to finance the repayment of a one-time interfund transfer from the Development Services Fund to the General Fund and pay certain bond issuance costs. The State Auditor's Office, during the 2025 financial statements audit, determined the transfer from Development Services to the General Fund in the amount of $4M is impermissible. The City has decided to reverse the transfer and turn it into a SIP loan instead.

What impacts would the proposal have on historically excluded communities?

N/A, this is an internal loan with no impacts on the community.

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

N/A, this internal loan will have no associated data.

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

N/A, no data will be collected.

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, the Comprehensive Plan is not related to this loan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 4,011,000
Current Year Cost	$ 4,011,000
Subsequent Year(s) Cost	$

Narrative

The General Fund will return the transferred funds to the Development Services Fund when the SIP loan is established and issued.

Amount		Budget Account
Revenue	$ 4,011,000	# 0020-88100-99999-39787-99999
Expense	$ 4,011,000	# 5901-79228-97101-80101-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

No

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	BOSTON, MATTHEW		
Accounting Manager	DANIELS, DERREK		
Legal	DUGGAN, ANDI		
For the Mayor	PICCOLO, MIKE		

Distribution List

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sneal@spokanecity.org	

ORDINANCE NO C36964

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ESTABLISH AN INTERFUND SIP LOAN TO THE GENERAL FUND TO REPAY A ONE-TIME INTERFUND TRANSFER FROM THE DEVELOPMENT SERVICES FUND, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Increase revenue by $4,011,000.
A) Of the increased revenue, $4,011,000 is provided solely by an operating transfer-in from the SIP Debt Fund.

Section 2. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $4,011,000.
B) Of the increased appropriation, $4,011,000 is provided solely for an operating transfer-out to the General Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish an interfund loan from the SIP Debt Fund to the General Fund to repay a one-time interfund transfer from the Development Services Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	8/4/2026		
Clerk's File #	ORD C36948		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	SARAH DIXIT 625-6275	**Requisition #**	
Contact E-Mail	SDIXIT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	SDIXIT BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ESTABLISHING EQUITABLE BUDGETING FOR THE CITY OF		

Agenda Wording

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021, and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

Summary (Background)

This ordinance formally embeds equity into Spokane's budgeting and policy processes. It expands the authority of the Office of Civil Rights Equity and Inclusion (OCREI), requires every department to assess and report equity impacts, mandates training, and establishes a multi-year planning and reporting structure to reduce disparities and improve outcomes for historically underserved communities.

What impacts would the proposal have on historically excluded communities?

This ordinance helps organize and track the impacts of city policies, programs and budget in all our communities with a specific call out for 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?

The ordinance includes reporting requirements. Commencing June 1, 2027, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

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

The ordinance requires departments to make their vision, understand the data and make yearly reports in collaboration with OCREI.

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?

Follows the establishment of the equity subcommittee resolution 2021-0098 and to collaborate with the City Council and city departments on policy and budget initiatives. It supports chapter 13, Local Governance and Citizenship vision and values and multiple goals in that chapter; LGC1, LGC2.

Council Subcommittee Review

This concept was introduced by the Equity Subcommittee and presented to the Human Rights Commission on July 2, 2026.

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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal			
For the Mayor			

Distribution List	
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bwilkerson@spokanecity.org	sdixit@spokanecity.org
agibilisco@spokanecity.org	

ORDINANCE NO. C36948

An ordinance establishing the Equitable Budgeting Processes for the City of Spokane, amending Section 03.01B.021 relating to the Office of Civil Rights, Equity, and Inclusion (OCREI), and adopting a new chapter 18.13 to Title 18, all of the Spokane Municipal Code.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity;" and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies, and programs that serve as barriers to equality of opportunity; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and;

WHEREAS, one example of inequitable health disparity in Spokane is the 13.6-year life expectancy gap between the residents of Riverside and East Central neighborhoods, whose life expectancy is 71.2 years, the life expectancy of the residents of the Manito neighborhood, which is 84.8 years; and

WHEREAS, the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making process by collaborating with City Council and administration leadership, and further, to ensure that race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability (as defined by Americans with Disabilities Act and/or

that Washington State Law Against Discrimination), do not predict or hinder one's opportunities for success; and

WHEREAS, to accomplish the foregoing goals, it is essential to embed those principles in the City's long-term planning and budgeting processes by ensuring equity is applied as a process and focused on outcomes, by requiring data-driven decisions and by centering communities most impacted by disparities; and

WHEREAS, equitable budgeting creates a more transparent budgeting process with clear measurable goals for departments; and

WHEREAS, equitable budgeting is focused on five key metrics which are: Disparity & Harm Reduction, Improve Data Collection & Use, Increase Community Education & Transparency, Engage Community, Establish Collaborative Funding Streams—all of which create a fairer and more efficient budget; and

WHEREAS, this ordinance would modernize the city's budgeting process, creating a more accountable budget; and

WHEREAS, members of the Equity Subcommittee presented to Spokane City Council Finance and Administration Committee on May 28, 2026 and made a recommendation to City Council to adopt an Equitable Budgeting Ordinance; and

WHEREAS, since its consideration in Committee, this ordinance has undergone further review by Council, administration and stakeholders to clarify goals, terms, and requirements;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.01B.021 of the Spokane Municipal Code is amended to read as follows:

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and

promote awareness within City government and the city of Spokane through public education and outreach.

B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.

C. The Office of Civil Rights, Equity, and Inclusion implements the requirements for Language Access in Municipal Proceedings as outlined in Chapter 18.11 of the Spokane Municipal Code.

D. The Office of Civil Rights, Equity, and Inclusion assists City departments in the development of, and compliance with, the equitable budgeting provisions in Chapter 18.13 of the Spokane Municipal Code.

Section 2. That there is enacted a new chapter 18.13 to Title 18 of the Spokane Municipal Code to read as follows:

18.13 Equitable Budgeting

Section 18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Section 18.13.020 Definitions

Section 18.13.030 Directive to Identify Community Impacts; Equity Plan

Section 18.13.040 Implementations and Milestones

Section 18.13.050 Equitable Budgeting and Grant Funding

18.13.010 Purpose, Community Impact of City Budget, Policies, and Program Development

Spokane has commitment to livability and sustainability, yet not all people, families and neighborhoods share this experience. Local data show that people of color, people with disabilities and people from low-income backgrounds fare worse than many other city residents in areas like educational attainment, income, health outcomes and housing affordability and quality. Centering equity, racial justice in policy, budgeting and program development is a strategic necessity for addressing these gaps in income, health and safety outcomes, housing affordability and accessibility, and is essential to strengthening Spokane's overall livability and long term resilience.

18.13.020 Definitions

A. “Annual budgeting process” means the creation of departmental budgets and funding requests as a part of the biennial budget creation and mid-biennial budget adjustments.

B. "Community Impact Equity Plan" means a multi-year strategic plan aiming to achieve equity and racial justice in City policies and budgeting.

C. "Equity" means outcomes and processes that result in fair and just access to opportunity and resources for all Spokane residents.

D. “Equitable Distribution” means a fair and just, but not necessarily equal, allocation intended to mitigate disparities in benefits and burdens that are based on current conditions, including existing legacy and cumulative impacts, that are informed by cumulative accessibility, livability, education, economic mobility, and environmental health impact analysis.

E. "Equity subcommittee” means that ad hoc subcommittee of the City Council established pursuant to City Council Resolution 2021-0098, as modified and supplemented from time to time.

F. “Historically underserved communities” describes groups that have been disproportionately harmed by systemic inequities, discrimination, and exclusionary policies based on race, sex, gender, people with disabilities, geography, and income.

G. “Key Performance Indicator” or “KPI” means a quantifiable, measurable goal outlining performance targets over time that, for purposes of this section, work toward eliminating disparities, reducing harm, improving internal data system utilization and reporting to increase efficiencies and equity in delivery of municipal programs and services.

H. Racial justice" means the elimination of racial inequality and advancement of collective prosperity for communities that have been most negatively impacted because of their race or ethnicity.

18.13.030 Directive to Identify Community Impacts; Equity Plan

A. The Office of Civil Rights Equity and Inclusion (OCREI) shall work with City departments to identify Key Performance Indicators (KPIs) necessary to mitigate or eliminate negative impacts of budgetary reductions or re-appropriations on historically underserved communities.

B. Departments must conduct a yearly equity assessment, using the equity assessment tool recognized by Office of Civil Rights Equity and Inclusion (OCREI),to inform and support the departments’ consideration of historically underserved communities when

making funding requests during the annual budget process and to assist the department with the equitable distribution of the services provided to city residents;

C. No later than January 1, 2028, and with the assistance of the Office of Civil Rights Equity and Inclusion (OCREI), all departments shall create a multi-year Community Impact Equity Plan and provide annual, public progress updates each year alongside the budget process. The Community Impact Equity Plan shall include, at a minimum, the following elements and information:

   1. Measurable and achievable City-focused key performance indicators that meet the intent of this chapter to reduce harm and address the disparities of historically underserved communities and ensure equitable distribution of departmental services to residents;
   2. A process to define and fulfill measurable, achievable KPIs that reduce harm, address disparities and improve data collection;
   3. Written annual status and progress reporting of each department's Community Impact Equity Plan as part of the City's budget process each fiscal year;
   4. Annual requirements and opportunities for City employees to undergo equity, racial justice training and education; and
   5. Identification of collaborative measures with community stakeholders and other City departments to ensure complete and comprehensive data relating to equitable impacts of City policies and budgeting processes, including, but not limited to:
      a. Collaboration with the Housing and Human Services Division and Grants Management Department to secure relevant research and data,
      b. Collaboration and consolidation of relevant research and analysis,
      c. Joint applications for federal, state and philanthropic resources,
      d. Joint development and implementation of tools, platforms and best practices that identify factors such as accessibility, livability, environmental, health, economic, and racial equity impact assessments,.
      e. Joint development and implementation of community education and community participation in the city budget process.

D. The Equity subcommittee may advise on policy issues pertaining to equitable budgeting, in addition in supporting technical assistance in data and research, and community engagement efforts as capacity allows. Departments are encouraged to avail themselves of the advice, information and guidance of the subcommittee.

18.13.040 Implementations and Milestones

A. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget modification, and thereafter with preparation and adoption of all biennial budgets and modifications, all City departments' budget proposals shall include funding designed to meet the KPIs set forth in the department's Community Impact Equity Plan.

B. Commencing with preparation and adoption of the 2028-2029 mid-biennial budget modification, and thereafter with preparation and adoption of all biennial budgets and modifications, City departments may include an updated equity plan in their annual budgeting process. Whether or not an updated plan is provided, department's shall as part of the budgeting process include data from the previous year's KPIs and any modifications of plan KPIs.

C. Commencing June 1, 2028, and annually thereafter, OCREI will publish an annual report outlining the City's implementation of this Chapter.

D. Quantifiable departmental cost savings resulting from increased municipal efficiencies arising from implementation of each Department's Community Impact Equity Plan will remain within said department's fund/budget, and, to the extent practicable, are to be reinvested into advancing equity, reducing disparities, and/or improving internal data systems within that department."

8.13.050 Equitable Budgeting and Grant Funding

A. The City of Spokane regularly modifies its adopted biennial budget through Special Budget Ordinances (SBOs), consistent with the requirements of state law. Some SBOs have significant impacts on the City's budget, any many relate to grant funding opportunities that materialize during the biennium and outside of the regular budgeting process. The impacts of such special budget ordinances and grant funding opportunities on equitable budgeting principles might not be readily identifiable. For this reason, each Department's Community Equity Impact Plan shall include:

   1. A process to identify whether SBOs specific to the department result in reductions or re-appropriations on that negatively impact historically underserved communities; and

   2. An outline of all sources of revenue with a specific itemization of grant funded revenue sources, whether such grant sources have equity goals and components, and a plan to assess the use of grant funding to fulfill one or more of the Department's KPIs.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2026.

_____
Council President

Attest:

Approved as to Form

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 11/04/2026

Date Rec'd	9/16/2026		
Clerk's File #	ORD C36962		
Cross Ref #			
Project #			
Submitting Dept	MANAGEMENT & BUDGET	**Bid #**	
Contact Name/Phone	JACOB MILLER X6421	**Requisition #**	
Contact E-Mail	JMILLER@SPOKANECITY.ORG		
Agenda Item Type	Final Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2027 PROPERTY TAX ORDINANCE		

Agenda Wording

Adoption of the 2027 Property Tax Ordinance.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City. The revenue hearing will be held on October 28, 2026, with the ordinance consideration on November 4, 2026.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

This is a placeholder ORD pending new construction estimates from the County assessor.

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	MILLER, JACOB		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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mboston@spokanecity,org	sneal@spokanecity.org

ORDINANCE NO. C36962

An ordinance updating the annual City of Spokane property tax levy for 2027.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2027, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2026) was $89,918,859.54 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the levy amounts stated in this ordinance are exclusive of administrative refunds and of reimbursement for taxes abated or canceled, which the City is authorized to levy in addition to the amounts stated herein pursuant to RCW 84.69.180, in an amount to be determined; and

WHEREAS, the District population is more than 10,000;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Regular Levy.

A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2027 tax year, said increase to be in the amount of $1,123,985.74, which is a percentage increase of 1.25% from the previous year's actual levy, prior to the inclusion of administrative refunds.

B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and administrative refunds or amounts as required or permitted by law.

C. Resolution No. 2014-0085 concerning a levy lid lift for improved and integrated streets, passed by the Spokane City Council on July 28, 2014, and approved by the voters in the election of November 4, 2014, replaces the existing $0.57 property tax assessment for repayment of the 2004 street bond beginning in 2015. The voter approved Measure authorizes a levy lid lift of up to $0.57 per $1,000 of assessed valuation, in the first year, resulting in no net increase in the 2015 tax rate. This voter approved levy will remain in effect for 20 years.

D. Resolution No. 2023-0094 concerning a levy for library services, passed by the Spokane City Council on December 4, 2023, and approved by the voters in the election of February 13, 2024, provides for an increase in the regular property tax levy in excess of state law beginning in 2025. The voter approved Measure authorizes an increase in the regular property tax levy of up to $0.07 per $1,000 of assessed valuation. This voter approved levy will remain in effect for a period of three years.

E. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to $0.30 per $1,000 of assessed valuation. This voter approved levy will remain in effect in perpetuity.

F. As stated in Resolution No. 2018-0103, the Public Safety levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 84.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.

G. Resolution No. 2025-0026 concerning a levy lid lift for park improvements and safety, passed by the Spokane City Council on May 5, 2025, and approved by the voters in the election of November 4, 2025. The voter approved Measure authorizes a levy lid lift of $0.27 per $1,000 of assessed valuation in the first year, and a 3% annual levy lid limit factor on the regular property tax levy for the years 2027-2031. This voter approved levy will remain in effect for 20 years.

H. The total regular property tax levy for 2027, including amounts estimated for new construction, annexations, any other add-ons, and under-levied or over-levied taxes from prior years, but exclusive of administrative refunds, is estimated at $92,400,000, which is a percentage increase of 2.76% from the previous year's actual levy of $89,918,859.54, also exclusive of administrative refunds.

Section 2. Existing GO Bonds.

In the case of the tax levied to raise $11,565,075 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section 3. EMS Levy.

Ordinance C-36175 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 14, 2022 and approved by the voters in the election of April 26, 2022, provides for a levy for six consecutive years beginning in 2023, with the rate in the first year being $0.50 per $1,000 of assessed valuation.

A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2027 the City is requesting an increase of $178,725.01 which is a 1% increase over the 2026 EMS Levy.

B. This increase is exclusive of additional revenue in 2027 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and administrative refunds or amounts as required or permitted by law. The total EMS levy for 2027, including amounts we have estimated for new construction, annexations, and other add-ons, but exclusive of administrative refunds, is estimated at $18,100,000, which is a percentage increase of 1.27% from the previous year's actual levy of $17,872,501, also exclusive of administrative refunds.

Section 4. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff are directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of

taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 11/04/2026

Date Rec'd	9/27/2026		
Clerk's File #	ORD C36963		
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)	KTELIS BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EMERGENCY LOANS OF CITY EQUIPMENT AND PROPERTY ORDINANCE		

Agenda Wording

An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates the City's policy for loaning equipment and property during emergencies by extending this authority to all divisions and departments, adding the Director of Emergency Management or their designee as the authorizing authority, and creating a Council notification requirement when the emergency loan of property or equipment is or is expected to last longer than 30 days. This ordinance recodifies these provisions in Chapter 02.04 - Emergency Management.

What impacts would the proposal have on historically excluded communities?

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid process.

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

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid process.

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

This ordinance establishes provisions for the loaning of City equipment and property during emergencies outside of the mutual aid process.

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

Spokane Municipal Code 02.04 - Emergency Management

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	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
snuss@spokanecity.org	

ORDINANCE NO. C36963

An ordinance related to emergency loans of City equipment and property; adopting a new Section 02.04.105; and repealing Section 03.13.050 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Section 02.04.105 to Chapter 02.04 of the Spokane Municipal Code to read as follows:

Section 02.04.105 Emergency Loans of City Equipment and Property

A. In response to an emergency, disaster, mutual aid request, statewide mobilization, or other incident requiring interjurisdictional emergency assistance, the Director of Emergency Management or their designee may authorize City departments to loan City equipment or property to another governmental agency or authorized emergency response organization when such assistance serves a public purpose and will not unreasonably impair the City's ability to provide essential services.

B. City property and equipment provided under this section shall remain under City of Spokane ownership and may be recalled at any time when needed for City operations, public safety, continuity of operations, or protection of City assets.

C. Any division, department, or office shall maintain reasonable documentation identifying the property or equipment provided, the receiving agency or organization, purpose of the loan, anticipated duration, and applicable terms regarding custody, reimbursement, or replacement, provided an existing mutual aid, interlocal, mobilization, or other applicable agreement shall satisfy these requirements.

D. The City Council shall be notified of loans of City equipment or property extending beyond thirty (30) days.

Section 2. That Section 03.13.050 of the Spokane Municipal Code is hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the

validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2022-0748		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	INGA NOTE 6331	**Requisition #**	
Contact E-Mail	INOTE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CIVTECH ON-CALL CONSULTING CONTRACT AMENDMENT		

Agenda Wording

Amendment for additional time and cost to the consultant agreement with CivTech, Inc., to continue providing traffic engineering on-call services through December 31, 2027 for non-federal aid projects.

Summary (Background)

CivTech was selected via the MRSC Roster Process to provide on-call traffic engineering services to the City of Spokane. This contract amendment is necessary to continue critical work currently being provided to the City.

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	$ 50,000
Current Year Cost	$ 50,000
Subsequent Year(s) Cost	$

Narrative

This is the fourth contract amendment for cost, taking the total contract value to $179,000.

Amount		Budget Account
Expense	$ 50,000	# 4250-30210-38141-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

n/a

Expense Occurrence	

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

n/a

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Dawn Cartier, dcartier@civtech.com	icmaccounting@spokanecity.org
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nsulya@spokanecity.org	

City Clerk's No. OPR 2022-0748

City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **TRAFFIC ENGINEERING ON-CALL**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CIVTECH, INC.** whose address is 10605 North Hayden Road, Hayden, Idaho 85260 as ("Consultant), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide On-Call Traffic Engineering Support Tasks for the City; and

WHEREAS, additional time is required to complete the work as requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

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

2. EFFECTIVE DATE.
This Contract Amendment / Extension shall become effective on January 1, 2027, and shall run through December 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS** (**$38,000.00**) plus tax, if applicable, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

CIVTECH INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

N/A

U26-109

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/26

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

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

PRODUCER:

PROFESSIONAL INSURANCE BROKERS, INC.
PMB 857, 515 E. CAREFREE HWY
PHOENIX, ARIZONA 85085-8839

CONTACT NAME: WENDI S REED
PHONE (A/C,No, Ext): 623 465-5300 | FAX (A/C No): 623 465-5933
EMAIL ADDRESS: wendi@pibinc.com
PRODUCER CUSTOMER ID:

INSURED:

CIVTECH, INC.
10605 N. HAYDEN ROAD
BUILDING G, SUITE 140
SCOTTSDALE, ARIZONA 85260

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	OHIO CASUALTY INSURANCE COMPANY	24074
INSURER B:	OHIO SECURITY INSURANCE COMPANY	24082
INSURER C:	RLI INSURANCE COMPANY	13056
INSURER D:	HARTFORD FIRE INSURANCE COMPANY	19682
INSURER E:	STARSTONE NATIONAL INSURANCE CO	44776
INSURER F:		

COVERAGES: **CERTIFICATE NUMBER:** 454 **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.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PROJECT [ ] LOC OTHER	X	X	BZS(27)69514528	08/29/26	08/29/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	BAS(27)69514528	08/29/26	08/29/27	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LAB EXCESS LIAB [X] OCCUR [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	ESO(27)69514528	08/29/26	08/29/27	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW Y/N: N	N/A	X	PSW0006373	08/29/26	08/29/27	X PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D A	OTHER X PROFESSIONAL LIABILITY X VALUABLE PAPERS		X	OH 03987192601 BZS(26)69514528	08/29/26 08/29/26	08/29/27 08/29/27	EACH CLAIM / AGGREGATE 2,000,000 / 2,000,000 $100,000	

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

Traffic Engineering On-Call Contract

As required by the written contract, the Cityof Spokane, Washington, its agents, representatives, directors, officials, employees, and officers are Additional Insured, on a primary and non-contributory basis, as respects the General and Automobile Liability coverages; blanket endorsement forms BP91130223 and HA99161221 attached. Umbrella follows form. Waiver of Subrogation applies to all policies per the written contract.
Workers Compensation blanket waiver form WC000313 attached.

CERTIFICATE HOLDER

CITY OF SPOKANE WASHINGTON
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3304

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: Wendi S Reed

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name:	CIVTECH INC.
Business name:	CIVTECH INC.
Entity type:	Profit Corporation
UBI #:	604-863-641
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	14720 E 20TH AVE SPOKANE VALLEY WA 99037-9318
Mailing address:	10605 N HAYDEN RD STE 140 SCOTTSDALE AZ 85260-5595
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 dat
Airway Heights General Business - Non-Resident				Active	Jan-31-2027	Jan-28-2026
Pasco General Business - Non-Resident	38883			Active	Aug-31-2027	Feb-25-2022
Spokane General Business - Non-Resident				Active	Aug-31-2027	Jan-25-2022
Spokane Valley General Business				Active	Aug-31-2027	Feb-08-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CARTIER, DAWN	

Registered Trade Names

Registered trade names	Status	First issued
CIVTECH	Active	Jan-25-2022

The Business Lookup information is updated nightly. Search date and time: 9/16/2026 10:22:14 AM

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0059		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	MIKE FORBES 509-435-7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SFD CONTRACT WITH TARGET (VECTOR) SOLUTIONS TRAINING SOFTWARE		

Agenda Wording

Approval for 5-year contract with Vector Solutions Inc (Tampa, FL) for Target Solutions Training Software for term from 1/25/26 through 1/24/2031, at an annual cost of $57,981.08 and in the total amount of 231,924.32

Summary (Background)

Fire would like to request to enter a five-year agreement with Target Solutions for the use of their training and documentation software. Fire has used this software for several years and now would like to lock in pricing for a five-year term. This is the primary platform documenting training compliance with national, state, and regional requirements. This software will also be used to document department owned equipment, facility inspections, and controlled medication tracking.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 289905.40 (plus sales tax)
Current Year Cost	$ 57981.08 (plus sales tax)
Subsequent Year(s) Cost	$ 231924.32 (plus sales tax)

Narrative

This is the primary platform documenting compliance with national, state, and regional requirements. Will also be used to document dept owned equipment, facilities, and controlled medications. We'll be accessing Sourcewell Contract #030425-ENV.

Amount		Budget Account
Expense	$ 57981.08 (plus sales tax)	# 1970-35170-22450-54201-99999
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	Recurring

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

N/A

Approvals		Additional Approvals	
Dept Head	CWRIGHT	PS EXEC REVIEW	CWRIGHT
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List	
Jonathan Tamayo	wgrummons@spokanecity.org
mforbes@spokanecity.org	fireaccounting@spokanecity.org
kahaack@spokanecity.org	cwheeler@spokanecity.org

License Information:

New search Back to results

Entity name: TARGETSOLUTIONS LEARNING, LLC

Business name: TARGETSOLUTIONS LEARNING, LLC

Entity type: Limited Liability Company

UBI #: 602-898-879

Business ID: 001

Location ID: 0002

Location: Active

Location address:
4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869

Mailing address:
4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869

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	Jul-31-2026	Jul-17-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CHERINS, JONATHAN	
REDVECTOR.COM, LLC	

Registered Trade Names

Registered trade names	Status	First issued
VECTOR SOLUTIONS	Active	Jun-14-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 11/17/2025 3:29:23 PM

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VECTSOL-01 DSTANLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2025

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

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

PRODUCER Alera Group 1041 Old Cassatt Road Berwyn, PA 19312	CONTACT NAME: Sarah Haldeman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Sarah.Haldeman@AleraGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb Insurance Group	
INSURER B : Great Northern Insurance Co	20303
INSURER C : Federal Insurance Company	20281
INSURER D : Chubb National Insurance Company	10052
INSURER E :	
INSURER F :	

INSURED

RedVector.com LLC DBA Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

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			D03307438	9/30/2025	9/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73655518	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			56731075	9/30/2025	9/30/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		56731075	9/30/2025	9/30/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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
A	Professional E&O			D03307426	9/30/2025	9/30/2026	Per Claim/Aggregate	5,000,000
A	Cyber Liability			D03307426	9/30/2025	9/30/2026	Per Claim/ Aggregate	5,000,000

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

25-26 Additional Named Insureds:

SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casino Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc..; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Livesafe, Inc. Industrysafe, LLC; Industrysafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc; Get Inclusive, Inc.; CTE-PTV Solutions, LLC; Ardent Sky, LLC ; Frontline Public Safety Solutions, LLC

CERTIFICATE HOLDER

City of Spokane, Washington
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

Brian C Block

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Quote ID
Q-489354

Sourcewell Contract Number
030425-ENV

Contact Name
Jackelin Itzaina

ENVISAGE TECHNOLOGIES, LLC
ORDER FORM

The Participating Agency ("Client") identified below is purchasing under the Sourcewell cooperative purchasing agreement otherwise known as Sourcewell Contract 030425-ENV ("Sourcewell Contract") entered into on July 15, 2025 between Envisage Technologies, LLC ("Envisage") and Sourcwell. The Client has agreed to the terms and conditions of the Sourcewell Contract including any amendments thereto.

Envisage agrees to provide, and Client agrees to purchase, the Services described below in accordance with and subject to the terms, covenants, and conditions of the Sourcewell Contract (as amended), which shall include the TargetSolutions Learning ("TSL") terms, covenants and conditions in the TSL Master Services Agreement ("the TSL Governing Contract") located at https://www.vectorsolutions.com/master-software-as-a-service-agreement/ for any TSL purchase. This document serves as the Order Form as identified in the TSL Governing Contract.

Sourcewell Member ID:

Date: Tuesday, July 14, 2026

Client Information

Client Name: Spokane Fire Department (WA)	
Address: 44 W Riverside Ave Spokane, WA 99201	
Primary Contact Name: Ryan Redding	**Primary Contact Phone:** 509-625-7004

Agreement Term

Effective Date: 01/25/2026	**Initial Term:** 60 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Fire Accounting			
Billing Address: 44 West Riverside Avenue Spokane, Washington 99201	**Billing Phone:** 509.625.7004		
Billing Email: fireaccounting@spokanecity.org	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Please note that this is not an invoice.

Annual Fee(s)

Quote ID
Q-489354

Product Code	Product	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	354	$113.27	$40,097.58
TSMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	$395.00	$395.00
TSENT	Enterprise Solution	Enterprise Solutions for Vector LMS, TargetSolutions Edition	1	$550.00	$550.00
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's	PPE and/or Equipment assigned to individuals	354	$47.25	$16,726.50
TSADMIN	Public Safety Administrative Employees	Vector LMS, TargetSolutions Edition – Discounted rate for Administrative Employees	4	$53.00	$212.00

Annual Total: $57.981.08

Total (including Annual and One-Time): $57,981.08

Please note that this is not an invoice.

Order Form Terms and Conditions for TargetSolutions Learning Products & Services.

1. Envisage Technologies, LLC hereby represents to You that it is authorized to license the TargetSolutions Learning products and services to you.
2. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
3. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per contract year.
4. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
5. AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS ORDER FORM WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT THE ORDER FORM'S THEN CURRENT FEES AND THEN CURRENT MAXIMUM NUMBER OF NAMED USERS (OR ACTUAL NUMBER OF NAMED USERS, IF GREATER), UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE ORDER FORM AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.

Additional Terms and Conditions for TargetSolutions Learning Products & Services

1. This Order Form is governed by the Master Software as a Service Agreement at https://www.vectorsolutions.com/master-software-as-a-service-agreement/ (the "TSL Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the TSL Governing Contract.

2. To the extent any term(s) of the TSL Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the TSL Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.

To proceed, please sign this Order Form

Signatures
Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

ENVISAGE TECHNOLOGIES, LLC

Date Signed: _____ Signature: _____

Name: _____ Title: _____

CLIENT

Date Signed: _____ Signature: _____

Name: _____ Title: _____

Address for Notices:

ENVISAGE TECHNOLOGIES, LLC

101 W. Kirkwood Ave, Ste 200
Bloomington, IN 47404

CLIENT

44 W Riverside Ave
Spokane, WA 99201

City Clerk's No. OPR 2026-0059

CITY OF SPOKANE

CONTRACT

Title: TARGET SOLUTIONS TRAINING SOFTWARE

THIS CONTRACT is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **VECTOR SOLUTIONS dba TARGETSOLUTIONS LEARNING, LLC.**, whose address is 4890 W. Kennedy Blvd, Suite 300, Tampa Florida 33609-1869, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide Target Solutions Training Software for the Spokane Fire Department, in accordance with Company's Quote ID Q-476684 dated January 8, 2026, attached as Exhibit B and selected through Co-operative procurement, SourceWell Contract #030425-ENV. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin on the effective date of January 25, 2026, and run through January 24, 2031, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION. Total compensation under this Contract shall not exceed **FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-ONE AND 08/100 ($57,981.08) annually,** plus tax if applicable, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

4. PAYMENT. The Company shall send its application for payment to Spokane Fire Department, Administrative Office, 44 West Riverside Avenue, Spokane, Washington 99201-3317. **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.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other

thing of value from or to any person involved in this Contract.

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

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

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

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

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

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

D. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least $5,000,000 per claim and in the aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. No limitation of liability terms shall apply to this contract.

10. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the

negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. 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.

12. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

17. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public

records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

18. 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.

VECTOR SOLUTIONS DBA TARGETSOLUTIONS LEARNING LLC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quote ID Q-476684 dated January 9, 2026.

26-001a

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0835		
Cross Ref #			
Project #			
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	MIKE FORBES 509.435.7029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPTANCE OF FY 2025 ASSISTANCE TO FIREFIGHTERS (AFG) GRANT		

Agenda Wording

Grant acceptance of $66,686 from the Federal Emergency Management Act - Department of Homeland Security, through the FY 2025 Assistance to Firefighters (AFG) Grant

Summary (Background)

SFD received this funding to purchase four-gas atmospheric monitors for each frontline heavy apparatus and each on-duty deputy fire marshal, along with a calibration station and calibration gas for every fire station. This equipment would be difficult to fund without a grant. Monitors would be assigned to our frontline heavy apparatus during fire and overhaul operations, on CO and odor-of-gas calls, and any time crews must confirm an unknown atmosphere is safe. In 2025, SFD responded to 464 hazmat calls for service, including gas leaks and CO monitoring. Despite this volume, monitoring is unavailable on 17 apparatus that may be first to arrive at these incidents. The 6 monitors assigned to fire prevention would, for the first time, give deputy fire marshals their own capability during inspections of high-risk occupancies. Our prevention department executes nearly 12,000 field inspections annually, of which an estimated 3,000 occur in commercial and industrial environments that may harbor hazardous atmospheres. Because rotating shift crews staff frontline apparatus, 350 personnel across all shifts will be trained to operate the monitors and interpret the readings. This is consistent with our mission to protect life and property and with the standards we operate under, including Washington State's requirements for atmospheres immediately dangerous to life or health (WAC 296-809, confined spaces; WAC 296-841, airborne contaminants), which meet or exceed federal OSHA standards, as well as NFPA 1500 and our enforcement of the Washington State International Fire Code.

What impacts would the proposal have on historically excluded communities?

The proposal has no geographic or demographic targeting; equipment is deployed by apparatus assignment and inspection workload rather than by neighborhood. Benefits (faster hazard detection, better-informed evacuation and ventilation decisions) extend to any resident or worker present during a response, including in lower-income and industrial areas where hazardous-atmosphere exposure risk tends to be higher.

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 narrative doesn't propose collecting race, ethnicity, gender, income, or disability data on affected residents; the monitors themselves log gas type, concentration, and time/location of use, not personal information. If disparity reporting is required, SFD would need to cross-reference incident locations against existing City demographic/GIS data rather than gather new PII in the field.

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

Program effectiveness would be tracked through NERIS, capturing call volume and monitor deployments. Calibration and bump-test logs would confirm equipment readiness, and any documented early-warning or withdrawal event would serve as evidence the tool is functioning as intended.

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?

Purchasing these materials align with our mission to protect life and property and with the standards we operate under, including Washington State's requirements for atmospheres immediately dangerous to life or health (WAC 296-809, confined spaces; WAC 296-841, airborne contaminants), which meet or exceed federal OSHA standards, as well as NFPA 1500 and our enforcement of the Washington State International Fire Code.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 66,686
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The City of Spokane will receive $66,686, which will entirely fund equipment for air monitoring and calibration.

Amount		Budget Account
Expense	$ 66,686	# 1440-93557-22200-53502-99999
Revenue	$ 66,686	# 1440-93557-99999-33383-99999
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	BROWN, SKYLER	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

sfdexecutivechiefs@spokanecity.org	Mike Forbes - mforbes@spokanecity.org
grants@spokanecity.org	

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/21/2026

Cole Wicker
SPOKANE, CITY OF
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

EMW-2025-FG-06403

Dear Cole Wicker,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2025 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $66,685.45 in Federal funding. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than $6,668.55 for a total approved budget of $73,354.00. Please see the FY 2025 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2025 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Associate Administrator (A)
FEMA Resilience

Cynthia Spishak

Acting Associate Administrator
Resilience

Summary Award Memo

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: SPOKANE, CITY OF
UEI-EFT: PDNCLY8MYJN3
Award number: EMW-2025-FG-06403

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2025 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$73,354.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$66,685.45
Non-federal	$6,668.55
Total	$73,354.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 FG NOFO.

Approved request details:

Equipment

IDLH Monitoring Equipment

DESCRIPTION

This equipment is portable IDLH monitoring equipment used to detect combustible gases (LEL), oxygen (O_2), carbon monoxide (CO), and hydrogen sulfide (H_2S) in a single rugged, handheld four-gas monitor. Designed for hazardous atmosphere assessment, it provides real-time readings with audible, visual, and vibrating alarms that warn personnel when gas concentrations reach unsafe or IDLH thresholds.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	23	$938.00	$21,574.00	Equipment

IDLH Monitoring Equipment

DESCRIPTION

This equipment is an automated calibration and bump test station used to verify and maintain the accuracy of portable gas monitors, ensuring reliable detection of combustible gases (LEL), oxygen (O_2), carbon monoxide (CO), and hydrogen sulfide (H_2S). The system includes the automated test stand, a fixed-flow demand regulator, and certified four-gas calibration gas, working together to perform routine bump tests and full calibrations that confirm each monitor responds correctly to known gas concentrations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	15	$3,452.00	$51,780.00	Equipment

Agreement Articles

Program: Fiscal Year 2025 Assistance to Firefighters Grant
Recipient: SPOKANE, CITY OF
UEI-EFT: PDNCLY8MYJN3
Award number: EMW-2025-FG-06403

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications** Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** a. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. b. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. 1) Recipients must cooperate with any DHS compliance reviews or compliance investigations. 2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. 3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
Article 3	**Age Discrimination Act of 1975** Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.
Article 4	**American Security Drone Act of 2023** Recipients must comply with the American Security Drone Act of 2023, of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.

Article 5	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 6	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.
Article 7	**Civil Rights Act of 1968 – Title VIII** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.

Article 8 **Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) They will honor requests for cooperation with immigration detainers, including requests for information regarding criminal history, expected release date, actual release date, detention location, nationality, residence, and employment; and requests for short-term detention of not more than 48 hours of an alien pursuant to a valid detainer to allow DHS to assume custody. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. They will not prohibit voluntary cooperation with DHS under 8 U.S.C. § 1357(g). (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) By accepting the grant award, recipients are certifying that: They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration by establishing or maintaining programs providing direct financial support or public benefits to illegal immigrants. (a) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (4) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will

require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (5) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 9	**CHIPS and Science Act of 2022** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug Free Workplace Act of 1988** Recipients must comply with the Drug-Free Workplace Act of 1988 and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the Drug-Free Workplace Act of 1988.
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.

Article 15	**Energy Policy and Conservation Act of 1975** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.
Article 16	**Equal Treatment of Faith-Based Organizations** Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.
Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.
Article 18	**Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act** Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 19	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 20	**Fly America Act** Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
Article 23	**Lobbying Prohibitions** None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 24	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).

Article 25	**National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 26	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 27	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 28	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 29	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 30 **Reporting Subawards and Executive Compensation**

For federal awards that total or exceed $30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 31 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 32	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management.
Article 33	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 34	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 35	**Trafficking Victims Protection Act of 2000** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 36	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 37	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.
Article 38	**All Executive Orders Related to Grants** Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Article 39	**Executive Order 14332, Improving Oversight of Federal Grantmaking** Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Article 40	**Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving** Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 41	**Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism** Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 42	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 43	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 44	**Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 45	**Non-Supplanting Requirements** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 46	**Notice of Funding Opportunity (NOFO) Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 47	**SAFECOM** Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 48	**Use of DHS Seal, Logo, and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 49	**Environmental Planning and Historic Preservation (EHP) Review** FEMA funded activities that could impact the environment and historic properties are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders (EO). General guidance for FEMA's EHP process is available on FEMA.gov. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put in contact with EHP staff responsible for assisting with their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project. Otherwise, FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground is disturbed during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

Article 50	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 51	**Acceptance of Post Award Changes** Should FEMA determine that an error has been made in the award package, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at ASK-GMD@fema.dhs.gov for any questions.
Article 52	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313(e). State recipients must follow the disposition requirements in accordance with state laws and procedures noted in 2 C.F.R. § 200.313(b). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in 2 C.F.R. § 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. § 200.313(e).

Article 53	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. § 200.308. For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under 2 C.F.R. § 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $350,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. § 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance programs that are subject to BABAA must include a Buy America Preference contract provision as noted in 2 C.F.R. § 184.4 and a contractor self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure Policy (FEMA Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Incorporation of Information Bulletin No. 582** Information Bulletin No. 582 and any successor Information Bulletins are incorporated into the terms of this grant award.
Article 56	**Award Performance Goals** FEMA will measure the recipient’s performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 57 **Indirect Cost Rate**

2 C.F.R. § 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the approved indirect cost rate associated with the award must be documented in the budget or other award materials approved by FEMA and maintained in the official award file.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2025-FG-06403	N/A	916001280	AWARD	WX01671N2026T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Cole Wicker	5096256822	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/21/2026	OTHER - FEMA GO	COST SHARING	**Performance Period** 09/28/2026 to 09/27/2028 **Budget Period** 09/28/2026 to 09/27/2028

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2026-FK-GB01 - P410-xxxx-4101-D	$0.00	$66,685.45	$66,685.45	6,668.55
		Totals	$0.00	$66,685.45	$66,685.45	$6,668.55

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Cynthia Spishak, Acting Associate Administrator Resilience	DATE 09/21/2026

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0836		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	
Contact Name/Phone	MIKE FORBES 5094357029	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	MCATHCART KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF 2027 ROGUE JET CHINOOK SWIFTWATER RESCUE BOAT		

Agenda Wording

Approve the purchase of one 2027 Rogue Jet Chinook 22-foot rescue boat, including trailer, equipment, and accessories, from Rogue Jet Boatworks, Inc., for the Spokane Fire Department in the amount of $160,715.00, including tax.

Summary (Background)

The Spokane Fire Department is requesting approval to purchase a 2027 Rogue Jet Chinook 22-foot rescue boat to support the Department's swiftwater rescue and emergency response operations. The boat is configured for public safety operations and includes a hybrid air-tube collar, rescue equipment and lighting, communications installation, trailer, and other specialized features. The total purchase price is $160,715.00, including Washington sales tax.

What impacts would the proposal have on historically excluded communities?

The boat improves water rescue capability for everyone on or near Spokane-area waterways, and response is based on the incident, not who is in the water. No negative impact on historically excluded communities is anticipated.

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?

Water rescue responses are documented in the department's standard incident and EMS patient care records, which capture only the demographic fields those systems already collect. No additional data will be collected or analyzed to compare response or outcomes across demographic groups, because rescue response is based on the incident and not on who is involved.

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

The department will track the number of deployments, response and on-scene times, rescue outcomes, and boat downtime. These will be reviewed annually to confirm the boat meets swiftwater operational 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?

The purchase supports the City's public safety and emergency response goals in the Comprehensive Plan. It has no direct alignment with the Sustainability Action Plan or Neighborhood Master Plans, and no specific Council Resolutions apply.

Council Subcommittee Review

NA

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 160715.00
Current Year Cost	$ 160715.00
Subsequent Year(s) Cost	$ 0.00

Narrative

The total fiscal impact is $160,715.00, including $147,310.00 for the rescue boat, trailer, equipment, and accessories, plus $13,405.00 in applicable Washington State sales tax. Funding will be provided through the Spokane Fire Department.

Amount		Budget Account
Expense	$ 160715.00	# 5903-79125-94220-56404-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

NA

Expense Occurrence	One-Time

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

NA

Approvals		Additional Approvals	
Dept Head	CWRIGHT	PS EXEC REVIEW	CWRIGHT
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List

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kahaack@spokanecity.org	cwheeler@spokanecity.org
bruce@roguejet.com	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2026

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

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

PRODUCER	CONTACT NAME: Sheri Hamilton	
Brown & Brown Insurance Services, Inc. 3256 Hillcrest Park Drive Medford OR 97504	PHONE (A/C, No, Ext): (541) 772-1111	FAX (A/C, No):
	E-MAIL ADDRESS: Sheri.Hamilton@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rogue Jet Boatworks, Inc. 2845 Merry Ln White City OR 97503	INSURER A : ACE American Insurance Company	22667
	INSURER B : Artisan & Truckers Casualty Company	10194
	INSURER C : SAIF	36196
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2642169199 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MCRD03128878	09/10/2025	09/10/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			862934615	09/11/2025	09/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Non-owned	$ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100081311	11/01/2025	11/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Spokane is an additonal insured with respects to General liability per form CG2026 with Waiver of subrogation, and a 30 day notice of cancellation.This form is subject to Signed written contract, policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Spokane
806 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

Sheri Hamilton

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired/borrowed	HRDBD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$94.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Blanket Additional Insured	BLKAI		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$75.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
20,000			200		

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
15,000			0		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Non Owned Prop Dmg	NOWPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$75.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	NOTPD	NOTPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
30,000			1,000		$321.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$1,005.95

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$57.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	ANTI-FRAUD FEE	STS01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$1,288.45

OFADTLCV

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 © Insurance Services Office, Inc., 2018

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.

G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		

Name of Certificate Holder	E-Mail Address	Physical Address

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Insured Copy

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 applies:

- ☐ **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 -E-** exemption for farmers & gardeners
- ☐ **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:
- ☐ **SMC 08.01.195 -D-** seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Ryan Green hereby do certify to the City of Spokane that the business I represent, known as Rogue Jet Boatworks, Inc. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Signature

President
Title

ryan@roguejet.com
Email

541-826-5400
Phone

2845 Merry Lane
Address

White City, OR 97503
City, State, Zip

08-11-2026
Date

UBI# 553612-90
(Washington State, if available)

For Internal Use Only

Approved ☐ Rejected ☐

If rejected, provide reason:

Reviewed By: Date:

Rev APRIL 2026

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

ROGUE JET BOATWORKS

2845 MERRY LANE, WHITE CITY, OR 97503-1928
(541) 826-5400
www.roguejet.com

July 8, 2026

Spokane Fire Department
Attn: Mike Forbes
1618 N Rebecca St
Spokane, WA 99217

RE: GSA Cooperative Pricing Verification – 2027 Chinook 22' with Collar

Dear Mr. Forbes:

We are pleased to confirm that Rogue Jet Boatworks, Inc. is an authorized GSA Schedule holder under contract number GS-07F-0410W. This letter serves to verify that the pricing for our 2027 Chinook 22' with Collar model is in full compliance with our GSA cooperative purchasing agreement.

The 2027 Chinook 22' with Collar is offered at a price of **$147,310**, FOB White City, Oregon. This price does not include Washington state sales tax. The pricing is consistent with our GSA Schedule pricing structure and available to qualifying state and local government entities through cooperative purchasing authority.

As a GSA Schedule contractor, we are authorized to extend our contract pricing to state and local governments, including municipalities and agencies such as the Spokane Fire Department. This authorization enables your agency to leverage the competitive pricing and terms already negotiated through the federal procurement process.

For your reference, the following information may be useful for your procurement documentation:

- GSA Contract Number: GS-07F-0410W
- Product: 2027 Chinook 22' with Collar
- GSA Cooperative Price: $147,310 (FOB White City, Oregon; does not include Washington state sales tax)
- Manufacturer: Rogue Jet Boatworks, Inc.
- Product Category: Aluminum Jet Boats

Should you require additional documentation, including our complete GSA Schedule contract, product specifications, delivery timelines, or warranty information, please do not hesitate to contact us. We are committed to providing all necessary information to facilitate a smooth procurement process.

We appreciate the opportunity to serve the Spokane Fire Department and look forward to supporting your equipment needs.

Sincerely,

Ryan Green
President
Rogue Jet Boatworks Inc.

Customer Spokane Fire Department

Address Spokane, Wa.

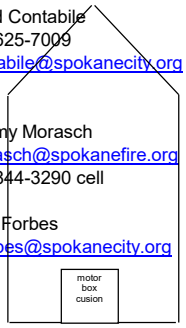
Phone

Rogue JET BOATWORKS

2845 Merry Lane

White City, Oregon 97503

Diagrams



Jared Contabile
509-625-7009
jcontabile@spokanecity.org

Jeremy Morasch
jmorasch@spokanefire.org
509-844-3290 cell

Mike Forbes
mforbes@spokanecity.org

Boat Color
Powder Coat color
canvas
upholstery color
carpet color
Graphics SPOKANE FIRE DEPARTMENT
Name Plaque

Standard Features

"Guardian welded aluminum tandem axle trailer-
Disc surge brakes both axles
with UHMW bunks and side guides
LED lights
15X225 10 ply radial tires and wheels
"Vault" oil bath bearings
spare tire, wheel and mount
winch
with back up lights

Horn
Navigation Lights
Dual Battery + Switch Gel or AGM
Dual Bilge Pumps and auto switch per spec. 1,250 gph
high water alarm
Bilge Blower
12 volt Power Point

Water Separator
Instrument Panel - Fuel, hours, volts, temp,
oil pressure, with oil/temp alarm system

Bow anchor storage per specs
Engine Heat Exchanger

Welded diamond plate swim board
Heavy duty bracing around engine and jet
Transducer bracket
6 heavy duty lifting/turning strakes

10 year Gov./commercial warranty on boat hull
3 year manufacturer warranty on Ford engine
1 year manufacturer warranty on Hamilton Jet drive

Specifications

Model Center Console	**ROGUE JET "CHINOOK" HYBRID 22' "2027"**
Length	22 feet
Beam	102"
Side Height	30"
Bottom Width	78"
Deadrise	8 degree Tapered Radius shallow water
Fuel Capacity	50 gallon
Standard Power	Ford 6.2 Raptor 400 h.p.
Standard Pump	Hamilton 214 with 8 blade turbo impeller
6 lifting/turning strakes	Heavy duty
Side Thickness	0.125
Bottom Thickness	0.250
Transom Thickness	0.190
Box Girder Thickness	0.160

Optional Features (and Deducts)

Goverment Pricing "2027" CHINOOK 22' Inboard Jet	$	109,550
Center console model	incl.	
fold down windshield on center console with grab handles	incl.	
storage in C.C.	incl.	
Hamilton Jet 214 with 8 blade turbo impeller	incl.	
Ford "Raptor" 6.2 marine engine	incl.	
cushion full width seat on front of motor box	incl.	
large Law enforcement swim platform with hooks and grab handles	incl.	
Install custom supplied radios, antennas	$	750
Custom rack and pinion steering system 3/4 turn lock to lock	incl.	
Custom throttle/shift system/SINGLE lever	incl.	
Grab handles on each side of storage box seat in front of center consol	$	100
windshield wiper on center console		
Heater/Defroster system installed	incl.	
transom welded tow post-removeable	$	500
Welded law enforcement ladder off jet pump protector	$	500
Must have aluminum self bailing deck with tube collar with self bailing	$	4,000
scuppers out transom of boat Non skid on floors		
"SOTAR" FULL AIR TUBE COLLAR - any color- with name/logos	$	23,800
on sides including rubstrake and UV package	incl.	
ROPE grab handles	incl.	
Inner sides of tubes to be black front approx. 10'	$	600
2 - 12V elect outlets	$	100
2 USB plugs	$	100
Whelen Mini Justice Light bar (red lights for fire dept.)	$	2,600
siren/PA/controller and all installation	incl.	
2 LED flood lights mounted each corner top of windshield	$	300
small platform on top of windshield to mount light bar	$	250
(must be fold down windshield to get under low water bridges)		
Boat Serial # RQJT		
Engine Serial #		
Jet Serial #		
Trailer serial #		
Stomp grate-intake clean out system	$	1,690
6061 T6 solid billet intake base welded in for jet drive in place of	$	450
cast aluminum	incl.	
"V" block on trailer for loading	$	450
Sand trap for engine	incl.	
LED light bar 20" w/removable post and elec. receptacle at bow for	$	750
night lights		
LED 40" light bars for floor lighting 4 under gunnels	incl.	
6 - 10" welded cleats w/backing plates (3 each side)	incl.	
"SPOKANE FIRE DEPARTMENT SWIFTWATER RESCUE"	incl.	
ON SIDES OF HYBRID COLLAR - WHITE IN COLOR	incl.	
EXTERNAL mufflers installed to quite boat down	$	820
Add some internal sound deading to motor box	incl.	
Includes on water training and maintenance review		
FOB Medford, Oregon		
SUB TOTAL	$	147,310
Washington sales tax 9.1%	$	13,405
TOTAL	$	160,715

Bruce C. Wassom - President
Rogue Jet Signature

Customer Signature

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026		
Clerk's File #	OPR 2026-0837		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET WITH GALLS FOR PURCHASE OF POLICE JUMPSUITS.		

Agenda Wording

Request approval to establish a new value blanket with Galls LLC for the purchase of Jumpsuits utilizing WA State contract #03424 on an as needed basis.

Summary (Background)

The Spokane Police Department purchases police jumpsuits from Galls LLC. The current value blanket has expired and a new one needs to be put in place for the purchase of these essential uniform items.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 150,000.00
Current Year Cost	**$** 150,000.00
Subsequent Year(s) Cost	**$**

Narrative

$150,000.00 per year estimated cost

Amount		**Budget Account**
Expense	**$** 150,000.00	**#** 0680-11410-21250-53202-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Reallocation

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	CWRIGHT	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List	
castro-melissa@galls.com	lyons-kiley@galls.com
spdfinance@@spokanepolice.org	

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	03424
Galls LLC 1340 Russell Cave Road Lexington, KY 40505	Amendment No.:	1
	Effective Date:	November 1, 2025

FIRST AMENDMENT

TO

CONTRACT NO. 03424

UNIFORMS, CUSTOMIZATION AND ACCESSORIES

This First Amendment ("Amendment") to Contract No. 03424 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Galls LLC, a Delaware Limited Liability Company ("Contractor") and is dated as of November 1, 2025.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 03424 dated effective as of July 3, 2025 ("Contract").

B. The Parties now desire to amend the Contract to add PVC Badges as a product item.

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PRODUCT. The Contract, Exhibit B Services and Customization is amended to add the following item.

Badges							
Item No.	**Description**	**Price (ea)**	**Qty 1-12**	**Qty 13-24**	**Qty 25-36**	**Qty 37-48**	**Qty 48+**
CST46	PVC Badges	To Be Quoted					

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any

earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

GALLS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Mike Fadden

Name: Mike Fadden

Title: CEO

Date: 10/20/25

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Shantel Wight

Name: Shantel Wight

Title: Procurement Supervisor

Date: 10/20/25

EXHIBIT B

SERVICES AND CUSTOMIZATION

Item No.	Services and Alterations	Price (ea)
SV1	SQUARING/ROUNDING SHIRT TAILS	$ 12.99
SV2	JUMPSUIT ADD TROUSER POCKETS	$ 9.99
SV3	INSTALL PATCH TO GARMENT	$ 2.99
SV4	SEWING SERVICE - INSTALL PATCH TO GARMENT	$ 2.99
SV5	TAPER LEGS	$ 9.99
SV6	SEWN MILITARY CREASES	$ 9.99
SV7	BUTTON APPLICATION	$ 9.99
SV8	TAPER SIDES SHIRTS/JACKETS/BLAZERS	$ 9.99
SV9	TAPER SHIRTS	$ 9.99
SV10	RE-HEMMING TROUSERS	$ 6.99
SV11	TAPER SLEEVES ON SHORT SLEEVES	$ 9.99
SV12	HEMMING	$ 5.99
SV13	TAPER SLEEVES ON SHORT OR LONG SLEEVES	$ 9.99
SV14	ADJUST WAIST IN OR OUT OR LOWER BELT	$ 9.99
SV15	TAPERING JACKETS/BLAZERS	$ 9.99
SV16	ADD LENGTH TO SLEEVES	$ 9.99
SV17	POCKET FLAP REPLACEMENT	$ 9.99
SV18	ADD MATERNITY PANELS	$ 29.99
SV19	ADJUST SEAT IN TROUSERS	$ 12.00
SV20	RIP OR HOLE REPAIR	$ 12.00
SV21	TAPER SHIRT SIDES	$ 9.99
SV22	SHORTEN SLEEVES	$ 8.50

Customization							
Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST1	JUMPSUIT HEAT PRESS	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST2	1 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST3	2 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST4	REMOVE EXISTING/OLD PATCH	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST5	INSTALL RADIO/MIC TAB	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST6	1 LINE EMBROIDERY - BALLCAPS	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST7	EPAULET APPLICATION FUNCTIONAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST8	1/2 INCH INITIALS EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST9	2 LINE EMBROIDERY - BALLCAPS	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST10	VELCRO HOOK - APPLIED	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST11	EPAULET APPLICATION TAC DOWN	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST12	POCKET FLAP REMOVAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST13	POCKET FLAP APPLICATION	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST14	REMOVE ZIPPERS	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST15	2 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST16	1 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST17	BUTTON REMOVAL	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST18	EPAULET REMOVAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST19	VELCRO LOOP - APPLIED	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST20	HEAT TRANSFER	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
CST21	REMOVE BRAID FROM GARMENT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST22	RETRO FIT TASER POCKET TO JUMPSUIT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST23	3 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST24	Add Mic/ Ear Piece Holes	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST25	REMOVE TASER POCKET FROM JUMPSUIT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST26	2 LINE CUSTOM TEXT EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST27	SEW DOWN EPAULETS/PATCHES	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00

Silk Screen or Similar Process							
Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST28	Silk Screen Set up charge (per design - one time charge)	$ 99.00					
CST29	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST30	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST31	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST32	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST33	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST34	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST35	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST36	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST37	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST38	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST39	Silk Screen - Cap (Approx 3" x 5"), Single Color	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST40	Silk Screen - Cap (Approx 3" x 5"), 2 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST41	Silk Screen - Cap (Approx 3" x 5"), 3 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST42	Silk Screen - Cap (Approx 3" x 5"), 4 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST43	Silk Screen - Cap (Approx 3" x 5"), 5 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00

Embroidery							
Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST44	Embroidery Set up charge (per design - one time charge)	$ 99.00					
CST45	Embroidery (any material, any location) - price per item, per 1,000 stitches	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00

Badges							
Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST46	PVC Badges	To Be Quote					

Signature: Mike Fadden
Mike Fadden (Oct 20, 2025 10:08:50 EDT)

Email: fadden-mike@galls.com

Signature:

Email: shantel.wight@des.wa.gov

Signature: Shantel Wight

Email: shantel.wight@des.wa.gov

03424 Galls Amd1 - unsigned

Final Audit Report 2025-10-20

Created:	2025-10-20
By:	Kathy Paterson (Kathy.Paterson@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbU99MvsjTUfm2AMSamAZCqjYCXl0oN10

"03424 Galls Amd1 - unsigned" History

Document created by Kathy Paterson (Kathy.Paterson@des.wa.gov)
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Email viewed by Shantel Wight (shantel.wight@des.wa.gov)
2025-10-20 - 11:16:12 PM GMT

Document e-signed by Shantel Wight (shantel.wight@des.wa.gov)
Signature Date: 2025-10-20 - 11:16:47 PM GMT - Time Source: server

Agreement completed.
2025-10-20 - 11:16:47 PM GMT

Adobe Acrobat Sign

GALLS, LLC

Contract # 03424 Price Sheet

Shirts	
5.11 Tactical	15.00%
Blauer	6.00%
Bulwark	25.00%
BulwarkFR	25.00%
Carhart	10.00%
Columbia	10.00%
Crye Precision	5.00%
Edwards Garments	30.00%
Elbeco	15.00%
Fechheimer	25.00%
First Tactical	15.00%
Flying Cross	25.00%
Game Workwear	10.00%
Gildan	10.00%
Hanes	10.00%
Jerzees	10.00%
Lion Protects	15.00%
M.J. Soffee Co.	10.00%
Nike	10.00%
Olympic Uniform	15.00%
Propper	10.00%
Red Kap	20.00%
Sanmar	10.00%
Sound Uniform	10.00%
Lion StationWear	15.00%
Tru-Spec Global	10.00%
Under Armour	10.00%
Van Heusen	
Vertx	20.00%
Workrite	25.00%
Cornerstone Workwear	10.00%

Pants	
5.11 Tactical	15.00%
Anchor	10.00%
Blauer	6.00%
Bulwark	25.00%
BulwarkFR	25.00%
Dickies	10.00%
Edwards	30.00%
First Tactical	15.00%
Flying Cross	25.00%
Hanes	10.00%
Lion	15.00%
Red Kap	20.00%
Spiewak	20.00%
Vertx	20.00%
Workrite	25.00%

Coveralls	
BulwarkFR	25.00%
Bulwark	25.00%
Carhart	10.00%
Dickies	10.00%
Red Kap	20.00%
Walls	10.00%
Blauer	6.00%
Propper	10.00%
Truspec	10.00%

Boots	
Bates	10.00%
Danner	25.00%
HAIX	10.00%
Thorogood	10.00%
Merrell	10.00%
Thorogoodusa	10.00%
Salomon	10.00%
Honeywell	10.00%
5.11 Tactical	15.00%
RedBack Boots	10.00%
LOWA Boots	10.00%
All American Boot MFG	10.00%
Underarmour	10.00%

Belts & Holstrers	
Aker	15.00%
Bianchi	15.00%
Blackhawk	10.00%
Boston Leather	15.00%
Safariland	20.00%
Boston Leather	15.00%
DutyMan	10.00%
ASP-USA	10.00%
Rothco	10.00%

Sustainable Apparel	
carhartt/sustainability	10.00%

Outerwear	
5.11 Tactical	15.00%
Ashley Worldwide	10.00%
Blauer	6.00%
Bullwark FR	25.00%
Bulwark	25.00%
Columbia	10.00%
Dickies	10.00%
Fechheimer	25.00%
First Tactical	15.00%
Flying Cross	25.00%
Gerber Outerwear	20.00%
Port Authority	10.00%
Spiewak	20.00%
Vertx	20.00%

Hats & Accessories	
Stratton	30.00%
Port & Company	10.00%
Rothco	10.00%
Richardson Cap	15.00%
New Era	10.00%
Damasscus	10.00%
Ansell Healthcare Products	10.00%
HWI Gear	10.00%
Warwick Mills	10.00%
Sanmar	10.00%
Mechanix	10.00%

Approved Supplemental Manufacturers			
Helly Hansen	10.00%	Keystone Uniform Cap Corp	10.00%
Galls	10.00%	Lacrosse Footwear Inc	10.00%
Streamlight	10.00%	North American Rescue	10.00%
Nightstick (Bayco)	10.00%	Oakley	10.00%
Fred Shaw-Blumenthal	10.00%	OGS Technologies Inc	10.00%
A+ Career Apparel	10.00%	Original SWAT	10.00%
Alphabroder	10.00%	Peerless Handcuff Company	10.00%
Belleville Shoe Manufacturing	10.00%	Perfect Fit	10.00%
Blade-Tech Industries	10.00%	Pro Feet Inc	10.00%
Bushnell (Uncle Mike's)	10.00%	Reeves Co., Inc.	10.00%
Coast Cutlery Co.	10.00%	Rocky Brands	10.00%
Cobmex Apparel	10.00%	Security Equipment Corporation	10.00%
Condor Outdoor Products	10.00%	Smith & Warren Co	10.00%
Earphone Connection	10.00%	Strong Leathr Inc.	10.00%
EarHugger Safety Products	10.00%	Tact Squad	10.00%
Eiseman-Ludmar Co Inc.	10.00%	V H Blackinton	10.00%
Eleven 10 LLC	10.00%	Vanguard	10.00%
George Glove Company, LLC	10.00%	Vista Outdoor	10.00%
Gould & Goodrich Leather	10.00%	Alboum Hat	10.00%
Grip-Flex Corporation	10.00%	Reebok	10.00%
Hero's Pride	10.00%	Zak Tool	10.00%
High Speed Gear	10.00%	All other manufacturers listed on wastatecontract.galls.com	10.00%
Hope Uniform & Security	10.00%	All other manufacturers listed on www.galls.com	10.00%
Implus Footcare, LLC	10.00%		

Approved Supplemental MFG Custom	
Johnson Plastics	10.00%
Better Emblem Co	10.00%
Premier Emblems	10.00%
Samuel Broome Uniform Accessories	10.00%
Janjua Embroidery Mfg	10.00%

Item No.	Services and Alterations	Price (ea)
SV1	SQUARING/ROUNDING SHIRT TAILS	$ 12.99
SV2	JUMPSUIT ADD TROUSER POCKETS	$ 9.99
SV3	INSTALL PATCH TO GARMENT	$ 2.99
SV4	SEWING SERVICE - INSTALL PATCH TO GARMENT	$ 2.99
SV5	TAPER LEGS	$ 9.99
SV6	SEWN MILITARY CREASES	$ 9.99
SV7	BUTTON APPLICATION	$ 9.99
SV8	TAPER SIDES SHIRTS/JACKETS/BLAZERS	$ 9.99
SV9	TAPER SHIRTS	$ 9.99
SV10	RE-HEMMING TROUSERS	$ 6.99
SV11	TAPER SLEEVES ON SHORT SLEEVES	$ 9.99
SV12	HEMMING	$ 5.99
SV13	TAPER SLEEVES ON SHORT OR LONG SLEEVES	$ 9.99
SV14	ADJUST WAIST IN OR OUT OR LOWER BELT	$ 9.99
SV15	TAPERING JACKETS/BLAZERS	$ 9.99
SV16	ADD LENGTH TO SLEEVES	$ 9.99
SV17	POCKET FLAP REPLACEMENT	$ 9.99
SV18	ADD MATERNITY PANELS	$ 29.99
SV19	ADJUST SEAT IN TROUSERS	$ 12.00
SV20	RIP OR HOLE REPAIR	$ 12.00
SV21	TAPER SHIRT SIDES	$ 9.99
SV22	SHORTEN SLEEVES	$ 8.50

Customization

Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST1	JUMPSUIT HEAT PRESS	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST2	1 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST3	2 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST4	REMOVE EXISTING/OLD PATCH	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST5	INSTALL RADIO/MIC TAB	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST6	1 LINE EMBROIDERY - BALLCAPS	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST7	EPAULET APPLICATION FUNCTIONAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST8	1/2 INCH INITIALS EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST9	2 LINE EMBROIDERY - BALLCAPS	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST10	VELCRO HOOK - APPLIED	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST11	EPAULET APPLICATION TAC DOWN	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST12	POCKET FLAP REMOVAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST13	POCKET FLAP APPLICATION	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST14	REMOVE ZIPPERS	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST15	2 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST16	1 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST17	BUTTON REMOVAL	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST18	EPAULET REMOVAL	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
CST19	VELCRO LOOP - APPLIED	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00
CST20	HEAT TRANSFER	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
CST21	REMOVE BRAID FROM GARMENT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST22	RETRO FIT TASER POCKET TO JUMPSUIT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST23	3 LINE RIGHT CHEST EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST24	Add Mic/ Ear Piece Holes	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST25	REMOVE TASER POCKET FROM JUMPSUIT	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99	$ 9.99
CST26	2 LINE CUSTOM TEXT EMBROIDERY	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99	$ 6.99
CST27	SEW DOWN EPAULETS/PATCHES	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00

Silk Screen or Similar Process

Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST28	Silk Screen Set up charge (per design - one time charge)	$ 99.00					
CST29	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST30	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST31	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST32	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST33	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
CST34	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST35	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST36	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST37	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST38	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST39	Silk Screen - Cap (Approx 3" x 5"), Single Color	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST40	Silk Screen - Cap (Approx 3" x 5"), 2 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST41	Silk Screen - Cap (Approx 3" x 5"), 3 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST42	Silk Screen - Cap (Approx 3" x 5"), 4 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
CST43	Silk Screen - Cap (Approx 3" x 5"), 5 Colors	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00

Embroidery

Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST44	Embroidery Set up charge (per design - one time charge)	$ 99.00					
CST45	Embroidery (any material, any location) - price per item, per 1,000 stitches	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00

Badges

Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST46	PVC Badges	To Be Quoted					

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

PROPPER®
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best



Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,



Brian Duffy
VP, Customer Service
513.792.1648

SANMAR

December 12, 2024

Account# 125293

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

To Whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

November 19th, 2024

Galls
Attn: Laurie Dennis
1340 Russell Cave Rd.
Lexington, KY 40505

Subject: 2025 price increase

Dear Laurie:

We will be having a price increase starting 1/15/2025.

This price increase will average 3% or less, and is due to raw material increases.

I will have the price lists to you within the next couple of weeks, with the increase detailed for every item.

If there are any questions or additional information that is needed, please contact me.

Thank you.

Sincerely,

Mike Marmor
President

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

Fechheimer

August 20, 2025

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- **Uniform Clothing:** Approximately 2% – 5% increase
- **Outerwear:** Approximately 9% – 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy
SVP, Customer Service

4545 Malsbary Road Cincinnati, Ohio 45242 Phone: 513-793-5400 Fax: 513-793-7819 www.fechheimer.com

AMWEAR USA
TACT SQUAD
UNITED UNIFORM MANUFACTURERS
250 N. Benjamin Ct. • Corona, CA • 92879 • (800) 858-6755 • F: (888) 880-9116 • tactsquad.com

July 15, 2025

TS0010
GALLS, LLC
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
Att : Brian Linn

Dear Valued Customer,

We greatly appreciate your business, and as always, our goal is to provide you with the best possible pricing and delivery services.

Please find below a summary of your updated pricing. In April of this year, we initially communicated a price adjustment reflecting only a 5% increase, despite having incurred a 20% increase ourselves due to tariffs. After our discussion, we mutually agreed to postpone the implementation of this increase until further notice; however, no subsequent discussions took place.

At this time, we must inform you that, effective September 1, 2025, we will be applying the previously discussed 5% increase, along with an additional 3% increase as per our agreement. This adjustment will apply to Tact Squad and United products, as well as Galls Private Label products.

Tact Squad – Your current Wholesale Price Tier Level is T-4, with the exception of Tact Squad non-tier items. Refer to our current price list dated 4/28/25

United Uniform – Your current wholesale price is as listed on our new price list dated 4/28/25.

We express our gratitude for your continued support and patronage, as your business is of utmost importance to us.

Sincerely,

TACT SQUAD & UNITED UNIFORM MFG

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

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Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 4% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

Dear Valued Customer,

We value the partnership we have built and believe in maintaining open lines of communication regarding changes that affect your business. I am writing to inform you of an upcoming adjustment to our wholesale pricing structure, effective February 2, 2026.

As you know, earlier this year we implemented a temporary 3% surcharge across all brands to address the immediate impact of global tariffs and an additional subsequent Nomex surcharge of 3%. At that time, we hoped market conditions would stabilize. However, the manufacturing landscape has continued to evolve. Over the last few quarters, we have absorbed significant cost increases across our supply chain, specifically regarding raw materials (fabrics & findings) and operational costs (labor rates & utility expenses) required to maintain our production standards.

To ensure we can continue delivering quality products and reliability you expect from us, we are updating our pricing. A general price increase of 3% will be applied to all brands to cover the material and operational variances mentioned above. At the same time, we will roll the tariff surcharge into the base unit price on February 2, 2026.

What This Means for You: Since you are already paying the tariff surcharge, the net price change to you is only 3%. Moving forward, you will no longer see a separate surcharge line item on your invoices; the costs will be consolidated into a single, transparent unit price. This allows for cleaner invoicing and a more predictable cost basis for your planning. Our updated price list reflecting these changes will be available early in the first quarter.

We do not take these decisions lightly. We have worked diligently to optimize our internal efficiencies to keep this adjustment to the absolute minimum necessary to maintain the integrity of our products. As mentioned earlier in the year, pricing will be adjusted should tariffs change significantly (up or down) over the coming months.

We are grateful for your continued business and trust. If you have any questions, please contact your Account Manager or Customer Support team.

Sincerely,



Brett Barthel
Sr. Vice President, Sales & Distributor Brands

Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36090816	03/01/2026	03/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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License Information:

New search Back to results

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0003

Location: Active

Location address:
1306 N HOWARD ST
SPOKANE WA 99201-2412

Mailing address:
140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Anacortes General Business - Non-Resident				Active	Dec-31-2026	Feb-06-2015
Bellingham General Business	055346			Active		Jan-27-2015
Clyde Hill General Business - Non-Resident				Active	Dec-31-2026	Feb-03-2015
DuPont General Business - Non-Resident	2981			Active	Dec-31-2026	Jan-28-2015
Duvall General Business - Non-Resident				Active	Dec-31-2026	Jan-29-2015
Gig Harbor General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Issaquah General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Lacey General Business - Non-Resident	24514			Active	Dec-31-2026	Jan-07-2015
Longview General Business - Non-Resident	279761			Active	Dec-31-2026	Feb-04-2015
Marysville General Business - Non-Resident	7227RET515			Active	Dec-31-2026	Feb-12-2015
Olympia General Business - Non-Resident	28797			Active	Dec-31-2026	Jan-28-2015
Port Townsend General Business - Non-Resident	010838			Active	Dec-31-2026	Feb-02-2015
Sedro Woolley General Business - Non-Resident				Active	Dec-31-2026	Jan-28-2015
Spokane General Business				Active	Dec-31-2026	Jan-27-2015
Tumwater General Business - Non-Resident	R-013134			Active	Dec-31-2026	Feb-06-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
GALLS INTERMEDIATE HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
BLUMENTHAL UNIFORMS	Active	Nov-21-2014
BLUMENTHAL UNIFORMS AND EQUIPMENT	Active	Nov-21-2014
GALLS LLC	Active	Dec-22-2021
GALLS, LLC	Active	Jun-16-2022
POSTAL UNIFORMS DIRECT	Active	Nov-21-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/30/2026 11:40:24 AM

Contact us

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Check if your browser is supported

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026
Clerk's File #	OPR 2026-0838
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	AWARD ACCEPTANCE - WA TRAFFIC SAFETY THERAPEUTIC COURTS GRANT

Agenda Wording

This is a mid-year grant award from the Washington Traffic Safety Commission in the amount of $128,000 for October 1,2026 through September 30, 2027 to support the DUI cases within the Municipal Court Recovery Court program.

Summary (Background)

The award includes funding for electronic home monitoring, drug and alcohol testing, ignition interlock device, and basic supplies to support community engagement.

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 128,000
Current Year Cost	$ 128,000
Subsequent Year(s) Cost	$ 0

Narrative

No personnel are supported through this award and there is no match required.

Amount		Budget Account
Revenue	$ 128,000	# 1360-91339-99999-33320-99999
Expense	$ 2,500	# 1360-91339-12510-53101-99999
Expense	$ 125,500	# 1360-91339-12510-54101-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this is an annual award that requires application and approval for subsequent years.

Expense Occurrence	Recurring

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

No match required.

Approvals		Additional Approvals	
Dept Head	WRIGHT, CHRISTOPHER	**ACCOUNTING -**	BROWN, SKYLER
Division Director	CWRIGHT		
Accounting Manager	CWRIGHT		
Legal	CWRIGHT		
For the Mayor	CWRIGHT		

Distribution List

Sarah Thompson sthompson@spokanecity.org	Derrek Daniels ddaniels@spokanecity.org
Danil Tyurin dtyurin@spokanecity.org	grants@spokanecity.org

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

2027-FG-6002-Spokane Municipal DUI Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

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

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.616, for traffic safety grant project 2027-FG-6002-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2026, whichever is later, and remain in effect until September 30, 2027, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK
The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the

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

3.1 SCOPE OF WORK
3.1.1 Problem ID and/or Opportunity

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). From 2024-2025 in Spokane County, 49% of all traffic fatalities involved an impaired driver. Over the same time period, Spokane County has also had a higher-than-average percentage of impaired drivers involved in pedestrian fatalities (17% vs. 12% statewide).

Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important, but also expensive. Frequent drug testing and accountability/monitoring costs are a barrier to high risk, high need clients who do not have the financial means to participate in these therapeutic court programs that are proven effective.

The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

3.1.2 Project Purpose and Strategies

The purpose of the project is to:

Provide funding support for the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness. Additionally, this project provides funding to support printing costs associated with community outreach and education of the DUI court program. The flagship effort of this outreach is the courts annual DUI court townhall.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism.

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program.

Strategies used:
Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)
Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)
WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.

3.2 PROJECT GOALS

1) Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.
2) Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.
3) By September 30, 2027, expand community awareness of the DUI Court program by conducting at least one annual DUI Court town hall and by distributing DUI Court informational materials through community and partner outreach.
4) Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

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

3.3 NATURE OF IDENTIFIED OUTCOMES
The Short-Term and Intermediate Outcomes included herein are statements of intended results and are provided for planning, implementation, and evaluative reference. The parties acknowledge that such outcomes are inherently uncertain, may be influenced by conditions outside the SUB-RECIPIENT's

control, and may not be fully realized or measurable within the Agreement term. The SUB-RECIPIENT shall use reasonable and good-faith efforts to implement the Project in a manner designed to advance the identified outcomes. Failure to achieve any stated outcome shall not, in and of itself, constitute a breach of this Agreement or create an obligation for repayment, provided the SUB-RECIPIENT has complied with all material requirements of the Agreement.

Short-term Outcomes:
DUI offenders who are indigent will believe that they have the option to enroll in the DUI Court program, despite not having the financial ability to pay for drug and alcohol screening.

DUI Court participants believe that they will undergo urinalysis testing at least weekly, regardless of financial ability to pay for these services.

DUI Court participants believe that they will face court sanctions if they use drugs or alcohol.

Community education/engagement will increase knowledge of the DUI court program and belief in its ability to rehabilitate high risk, high need participants.

Intermediate Outcomes:
DUI Court is following NCDC's 10 guiding principles for DUI Courts.

DUI Court participants are not using drugs or alcohol.

Knowledge of the DUI court program and belief in the efficacy of the DUI court model will result in increased referrals to the court program.

3.4. COMPENSATION
3.4.1 The cost of accomplishing the work described in the SOW will not exceed $128,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.5 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

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

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

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

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

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

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

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

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

- Laptops and Notebook Computers
- Tablets and Smart phones

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

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

3.5 PROJECT COSTS

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

Year 1: $128,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION
11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state

and federal law.

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

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

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

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

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

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

15. GOVERNANCE

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

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

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

17. INDEMNIFICATION

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of

this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

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

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

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

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

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

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party

will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

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

23. RIGHTS IN DATA

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

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

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

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

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

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

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

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

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. STATE NONDISCRIMINATION

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

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

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT,

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

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

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

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

33. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. § 313) when purchasing steel, iron, and manufactured products using Federal funds. Buy America requires that these items be produced in the United States unless the Secretary of Transportation grants a waiver.

33.1 Standard Requirement
33.1.1 Federal highway safety grant funds may not be used to purchase foreign steel, iron, or manufactured products unless:
33.1.1.1 It is determined that using domestic items is inconsistent with the public interest;
33.1.1.2 Such items are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
33.1.1.3 The inclusion of domestic items would increase the cost of the overall project contract by more

than 25 percent.

33.1.2 Any waiver outside of the De Minimis Costs, Small Grants, or Manufactured Products Under $5,000 waivers described below must be requested by the Washington Traffic Safety Commission (WTSC) and approved by the Secretary of Transportation before purchase.

33.2 De Minimis Costs Waiver
The Buy America requirement does not apply to a project if the total value of non-compliant products is no more than the lesser of $1,000,000 or 5% of the total applicable material costs of the project.
33.2.1 “Applicable material costs” means the cost of all materials (including manufactured products) used in the project that are subject to Buy America.
33.2.2 This waiver is applied on a project basis. The value of both domestic and foreign components in a non-compliant product counts toward the threshold.

33.3 Small Grants Waiver
The Buy America requirement does not apply to a project if the total Federal Financial Assistance for that project, from all Federal sources combined, is less than $500,000.
33.3.1 The Small Grants Waiver is applied on a project basis, including subawards, provided the subaward is for a separately identifiable and independent project.
33.3.2 Projects funded in phases or from multiple Federal sources must aggregate the total Federal funds for eligibility.
33.3.3 Large projects may not be divided into smaller awards solely to meet this waiver.

33.4 Manufactured Products Under $5,000 Waiver
33.4.1 The Buy America requirement does not apply to manufactured products with a purchase price of $5,000 or less, when such products are purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. This waiver:
33.4.1.1 Applies to individual manufactured products costing $5,000 or less
33.4.1.2 Does not apply to motor vehicles
33.4.1.3 Does not require prior approval or submission of a waiver request

33.4.2 The SUB-RECIPIENT must maintain documentation supporting the use of this waiver, including:
33.4.2.1 Description of item purchased
33.4.2.2 Purchase price
33.4.2.3 Confirmation that the item is not a motor vehicle

33.5 Documentation and Oversight
33.5.1 No application or prior approval is required for the De Minimis Costs, Small Grants, or Manufactured Products Under $5,000. However, the SUB-RECIPIENT is responsible for confirming

eligibility and maintaining documentation for each use of these waivers, including:
33.5.1.1 Type of waiver used (Small Grants, De Minimis Costs, or Manufactured Products Under $5,000)
33.5.1.2 Amount of Federal funds applied under the waiver
33.5.1.3 Description of items purchased
33.5.1.4 This documentation may be accomplished through an email to the WTSC Program Manager, copying the WEMS project file, and by creating a note in the WEMS project file.

33.5.2 WTSC and NHTSA may request this documentation at any time. Improper application of a waiver will result in costs being deemed unallowable, and the SUB-RECIPIENT will be required to repay such costs.

34. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

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

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

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

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

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

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

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

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

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

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

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

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing,

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

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

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

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

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

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

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

37. FEDERAL LOBBYING

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

37.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

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

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

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

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

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

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

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

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

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

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

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

officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements
42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

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

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

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

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

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

43. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Sarah Thompson sthompson@spokanecity.org 509-625-4146	Mandie Dell mdell@wtsc.wa.gov 360-725-9860 ext.

44.AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.
Spokane Municipal Court

Signature: Jacqueline van Wormer (Aug 27, 2026 10:51:23 PDT)

Email: jvanwormer@spokanecity.org

Name: Jacqueline Van Wormer
Title: Municipal Court Administrator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Amanda Dell*

Email: mdell@wtsc.wa.gov

Name: Mandie Dell
Title: Program Manager

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$0.00	0%	$0.00	$0.00
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$125,500.00	0%	$0.00	$125,500.00
Goods and Services		$2,500.00	0%	$0.00	$2,500.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$128,000.00		$0.00	$128,000.00

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. The sub-recipient has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Funding for this grant may also include, but is not limited to:

Testing, Monitoring, and Transportation: Total Funding - $125,500

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants using the participant screening policy that will be developed under goal 1.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement: Total Funding: $2,500

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Important Notes:

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

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

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

Objectives and Measures

Goal 1 - Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details	Completion Date
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or summary of the screening process to WTSC.	
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis testing on all participants and additional testing methods on a case-by-case basis, as deemed necessary by the presiding judge.	
Provide analysis of testing results to WTSC	Attach a summary report to each quarterly progress report. This report should include data such as: • Number and percentage of DUI Court participants who are tested each quarter.	

each quarter.	• Summary of test results. • Number of DUI Court participants who are sanctioned due to positive drug or alcohol test. •Number/percentage of missed tests.

Measure	Reporting Frequency	Type	Target
Number of DUI Court participants who are determined to be eligible for financial assistance for drug and alcohol testing.	Quarterly	Process	30
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug or alcohol test during the reporting period.	Quarterly	Process	100
Percentage of DUI Court participants eligible for financial support who are tested each quarter.	Quarterly	Process	100
Total Number of DUI Court participants enrolled	Quarterly	Process	31

Goal 2 - Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details	Completion Date
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important component of the DUI Court model. Electronic monitoring and ignition interlock services are a great way to monitor a participant's alcohol use.	
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for these services should be only used for DUI Court participants who do not have the financial means to pay for it. The Spokane Municipal Court should develop criteria for what this looks like in practice and share that with WTSC.	
Provide ignition interlock services as recommended by the court.		

Measure	Reporting Frequency	Type	Target
Number of DUI court participants who receive continuous monitoring services	Quarterly	Process	30
Number of participants receiving ignition interlock services	Quarterly	Process	30

Goal 3 - By September 30, 2027, expand community awareness of the DUI Court program by conducting at least one annual DUI Court town hall and by distributing DUI Court informational materials through community and partner outreach.

Objective	Objective Details	Completion Date
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment increases when there is support for the DUI Court from stakeholder groups. We encourage you to meet with your stakeholder groups and encourage their support of the program to sustain or increase enrollment, as necessary.	
Conduct annual DUI Court Townhall meeting	Annual event focused on educating the public on the DUI court.	

Measure	Reporting Frequency	Type	Target
Outreach – number of external stakeholders met with	Quarterly	Process	10
Conduct annual DUI Court Townhall Event	Annual	Process	1

Goal 4 - Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details	Completion Date
Provide transportation support for indigent DUI Court participants	Funding may be used for the purchase of bus vouchers tracked by the court to ensure that WTSC-funded bus passes are used solely for the purpose of court-related travel. Provide a summary of transportation utilization funded by this grant on a quarterly basis.	

Measure	Reporting Frequency	Type	Target
Number of participants receiving transportation assistance	Quarterly	Process	30

Interagency Agreement-2027-FG-6002-Spokane Municipal DUI Court(25460921)_20260827134 5

Final Audit Report 2026-09-29

Created:	2026-08-27
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKjW-BYUpheGHqzlPN3TNk2j1ba_oO2Zc

"Interagency Agreement-2027-FG-6002-Spokane Municipal DUI Court(25460921)_202608271345" History

Document created by WEMS (WTSC) (wemshelp@wtsc.wa.gov)
2026-08-27 - 5:45:46 PM GMT- IP address: 54.68.136.215

Document emailed to Jacqueline van Wormer (jvanwormer@spokanecity.org) for signature
2026-08-27 - 5:45:52 PM GMT

Email viewed by Jacqueline van Wormer (jvanwormer@spokanecity.org)
2026-08-27 - 5:49:43 PM GMT- IP address: 104.47.64.254

Document e-signed by Jacqueline van Wormer (jvanwormer@spokanecity.org)
Signature Date: 2026-08-27 - 5:51:23 PM GMT - Time Source: server- IP address: 198.1.39.252 - Signature Appearance Selected: DRAW

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2026-08-27 - 5:51:24 PM GMT

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2026-09-29 - 6:10:57 PM GMT- IP address: 104.47.65.254

New document URL requested by Mandie Dell (mdell@wtsc.wa.gov)
2026-09-29 - 6:11:04 PM GMT- IP address: 198.239.155.133

Document e-signed by Mandie Dell (mdell@wtsc.wa.gov)
Signature Date: 2026-09-29 - 6:12:12 PM GMT - Time Source: server- IP address: 198.239.155.133 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-09-29 - 6:12:12 PM GMT

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/28/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	JUAN D 625-6005
Contact E-Mail	JDRENGIFO@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-2026

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/09/2026. Total $6,822,981.18 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $6,462,477.94.

Summary (Background)

Pages 1-25 Check numbers: 622690-622874 Credit Card numbers: 003647-003673 ACH payment numbers: 157401-157643 On file for review in City Clerks Office: 25 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	**$** 6,462,477.94	**#** Various
Select	**$**	**#**
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	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 10/12/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 08:05
USER: MANAGER PAGE: 1
RUN NO: 45

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	460,314.35
1100	STREET FUND	67,948.44
1200	CODE ENFORCEMENT FUND	11,302.93
1360	GENERAL FUND GRANTS	0.00
1460	PARKING METER REVENUE FUND	61,202.88
1500	PATHS AND TRAILS RESERVE FUND	36.92
1620	PUBLIC SAFETY & JUDICIAL GRANT	2.30
1640	COMMUNICATIONS BLDG M&O FUND	17,846.07
1950	PARK CUMULATIVE RESERVE FUND	485.00
1970	SPOKANE FIRE DEPARTMENT	50,294.05
1985	VOYA DEFINED CONTR ADMIN FUND	8,560.76
3200	ARTERIAL STREET FUND	141,281.20
4100	WATER & HYDROELECTRIC SERVICES	85,580.75
4250	INTEGRATED CAPITAL MANAGEMENT	32,029.23
4300	WASTEWATER MANAGEMENT FUND	240,894.71
4480	SOLID WASTE FUND	2,261,010.60
4700	DEVELOPMENT SERVICES	21,249.35
5100	FLEET SERVICES FUND	202,906.11
5200	PUBLIC WORKS AND UTILITIES	4,993.83
5300	IT FUND	100,644.40
5600	ACCOUNTING SERVICES	87.50
5800	RISK MANAGEMENT FUND	22,966.30
5810	WORKERS' COMPENSATION FUND	218.53
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	1,180,557.81
5900	FACILITIES MANAGEMENT FUND OPS	4,212.67
5902	PROPERTY ACQUISITION POLICE	23,503.96
5903	PROPERTY ACQUISITION FIRE	1,374.22
5904	FACILITIES CAPITAL	16,367.80
6060	EMPLOYEES' RETIREMENT FUND	1,955.56
6070	FIREFIGHTERS' PENSION FUND	102,602.44
6080	POLICE PENSION FUND	52,317.18
6920	CLAIMS CLEARING FUND	306,095.00
	TOTAL:	5,481,342.85

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

DATE: 10/12/26
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

DANIEL J LORD-FLYNN DBA DR LORD-FLYNN & ASSOCIATES	PROFESSIONAL SERVICES CHECK NO. - 00622825	1,600.00
DESIMONE CONSULTING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80157405	13,334.00
HEALING ROOMS MINISTRIES 1210 N ARGONNE RD	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00622803	65.50
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80157566	114,954.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80157567	56,680.17
TOTAL FOR 0020 - NONDEPARTMENTAL		186,633.67

0030 - OFFICE OF POLICE OMBUDS

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157594	318.79
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		318.79

0100 - GENERAL FUND

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622820	1,275.89
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157581	4,339.20
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157518	24,986.68
BI INC	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003658	1,054.11
ITG COMMUNICATIONS LLC 2400 E COMMERCIAL BLVD #1000	PERMIT REFUNDS PAYABLE CHECK NO. - 00622804	55.50
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157617	9,165.00

SPOKANE INT'L AIRPORT	DEPOSIT-AIRPORT PARK VIOLATION	
AIRPORT PARKING TICKETS	ACH PMT NO. - 80157568	3,889.92
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157570	18,576.13
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80157449	70,657.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80157448	46,311.51
TOTAL FOR 0100 - GENERAL FUND		180,311.77

0230 - CIVIL SERVICE

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80157473	25.56
TOTAL FOR 0230 - CIVIL SERVICE		25.56

0300 - HUMAN SERVICES

SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80157444	53.52
TOTAL FOR 0300 - HUMAN SERVICES		53.52

0320 - COUNCIL

ZACHARY ZAPPONE	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00622814	56.09
ZACHARY ZAPPONE	PER DIEM CHECK NO. - 00622814	252.00
TOTAL FOR 0320 - COUNCIL		308.09

0370 - ENGINEERING SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622821	1,333.31
POWERCOM.INC	PROFESSIONAL SERVICES	

	ACH PMT NO. - 80157552	3,171.54
RANDALL-REILLY LLC DBA FUSABLE	PUBLICATIONS ACH PMT NO. - 80157555	5,822.67
TOTAL FOR 0370 - ENGINEERING SERVICES		10,327.52

0410 - FINANCE AND ADMINISTRATION

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157616	1,453.82
TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		1,453.82

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0470 - ARTS, CULTURE, & HISTORIC PRES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622709	117.36
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		117.36

0500 - OFFICE OF THE CITY ATTORNEY

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157586	866.86
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157586	86.44
VESTIS GROUP INC DBA VESTIS SERVICES INC	OPERATING SUPPLIES ACH PMT NO. - 80157450	8.90
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		962.20

0550 - NEIGHBORHOOD SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622709	76.84
JANICE LOUX 1944 W CLARKE AVE	CONTRACTUAL SERVICES CHECK NO. - 00622855	185.36
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		262.20

0560 - MUNICIPAL COURT

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622709	486.86
COMCAST	IT/DATA SERVICES CHECK NO. - 00622801	89.95
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157594	1,811.73
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157620	1,233.62
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80157556	426.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80157629	978.88
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80157631	1,598.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00622856	140.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80157420	98.34
TOTAL FOR 0560 - MUNICIPAL COURT		6,863.95

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80157602	51.12
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80157636	130.63
TOTAL FOR 0620 - HUMAN RESOURCES		181.75

0650 - PLANNING SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622709	38.42
TOTAL FOR 0650 - PLANNING SERVICES		38.42

0680 - POLICE

ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80157423	162.56
ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80157424	284.48
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80157425	243.84
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80157427	203.20
CHRISTIAN CORY DBA INSIGHT & INTEGRITY LLC	REGISTRATION/SCHOOLING CHECK NO. - 00622802	34,500.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00622823	192.68
CW NIELSEN MFG CORP	OPERATING SUPPLIES ACH PMT NO. - 80157598	1,200.39
CW NIELSEN MFG CORP	TOWING EXPENSE ACH PMT NO. - 80157598	165.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80157433	162.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80157529	818.26
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003667	4,943.04
INLAND TOWING A DIV OF SADIE ENTERPRISE LLC	TOWING EXPENSE CHECK NO. - 00622702	203.20
SPOKANE POLICE CHAPLAINCY BOARD	CONTRACTUAL SERVICES ACH PMT NO. - 80157445	10,787.50
SPOKANE TEACHERS CREDIT UNION	MISC SERVICES/CHARGES CHECK NO. - 00622809	25.00
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80157446	162.56
T-MOBILE	CELL PHONE CHECK NO. - 00622860	7,996.34
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00622708	1,419.57
YWCA	OPERATING RENTALS/LEASES	

	ACH PMT NO. - 80157453	2,197.46
TOTAL FOR 0680 - POLICE		65,667.49

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80157581	1,456.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80157420	85.70
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		1,541.90

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157586	866.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157586	86.44
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80157526	649.15
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80157594	357.09
LYNDA CARPENTER DBA LC INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80157540	914.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE LAW OFFICE OF KIEL A FREY	LEGAL SERVICES ACH PMT NO. - 80157614	2,295.00
TOTAL FOR 0700 - PUBLIC DEFENDER		5,169.50

0750 - COMMUNITY/ECONOMIC DEV SVC

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622709	76.84
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		76.84

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80157461	6,468.66
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157462	42.89
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157471	889.50
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157476	3,192.27
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157478	1,181.15
KWIK BOND POLYMERS LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157484	2,358.74
LAND VIEW INC	REPAIR & MAINTENANCE SUPPLIES	
DBA TECHNICHEM	CHECK NO. - 00622811	5,150.83
NORCO INC	OPERATING SUPPLIES	
	CREDIT CARD PMT NO. - 70003662	5.24
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003651	420.00
PLOWOPS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157550	2,450.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157561	44,960.00
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157564	829.16
TOTAL FOR 1100 - STREET FUND		67,948.44

1200 - CODE ENFORCEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622821	461.04
CAREER PATH SERVICES	CONTRACTUAL SERVICES	
EMPLOYMENT AND TRAINING	CHECK NO. - 00622690	4,762.97
FOSTER GARVEY PC	LEGAL SERVICES	
	CREDIT CARD PMT NO. - 70003659	991.70
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157546	4,957.38
SHERWIN WILLIAMS CO	OPERATING SUPPLIES	

	ACH PMT NO. - 80157415	99.84
TOWER MOUNTAIN LLC	PERMIT REFUNDS PAYABLE	
ANNE LAFLAMME	CHECK NO. - 00622852	30.00
	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	11,302.93

1360 - GENERAL FUND GRANTS

1A SMART START LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622820	1,275.89-
1A SMART START LLC	PROFESSIONAL SERVICES CHECK NO. - 00622820	1,275.89
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157581	4,339.20-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80157581	4,339.20
BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157518	24,986.68
BERK CONSULTING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157518	24,986.68-
BI INC	GRANT CASH PASS THRU ACCOUNT CREDIT CARD PMT NO. - 70003658	1,054.11-
BI INC	PROFESSIONAL SERVICES CREDIT CARD PMT NO. - 70003658	1,054.11
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157617	9,165.00-
NICOLAS R CHAVEZ DBA NORTHWEST BEHAVIORAL	PROFESSIONAL SERVICES ACH PMT NO. - 80157617	9,165.00
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157570	18,576.13
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80157570	18,576.13-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 1360 - GENERAL FUND GRANTS	0.00

1460 - PARKING METER REVENUE FUND

AT&T MOBILITY	CELL PHONE	

	CHECK NO. - 00622821	547.25
AT&T MOBILITY	IT/DATA SERVICES	
	CHECK NO. - 00622821	49.48
ELECTRONIC DATA COLLECTION CORPORATION	BANK FEES ACH PMT NO. - 80157527	2,865.85
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80157406	795.13
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80157406	673.80
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80157527	39,170.43
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70003660	256.80
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80157616	1,104.43
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES ACH PMT NO. - 80157565	72.99
SPECIALIZED PAVEMENT MARKING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80157626	15,666.72
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	61,202.88

1500 - PATHS AND TRAILS RESERVE FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622821	36.92
	TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND	36.92

1620 - PUBLIC SAFETY & JUDICIAL GRANT

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00622708	2.30
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	2.30

1640 - COMMUNICATIONS BLDG M&O FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	

	ACH PMT NO. - 80157586	12,329.06
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157586	1,048.16
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157432	3,008.00
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES	
	ACH PMT NO. - 80157437	1,460.85
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		17,846.07

1950 - PARK CUMULATIVE RESERVE FUND

COFFMAN ENGINEERS INC	OTHER CAPITALIZED COSTS	
	ACH PMT NO. - 80157591	485.00
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		485.00

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA ARG INDUSTRIAL	CREDIT CARD PMT NO. - 70003664	359.68
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157583	13.36
APOLLO SHEET METAL INC DBA	BUILDING REPAIRS/MAINTENANCE	
APOLLO MECHANICAL CONTRACTORS	ACH PMT NO. - 80157584	447.31
APOLLO SHEET METAL INC DBA	REPAIR & MAINTENANCE SUPPLIES	
APOLLO MECHANICAL CONTRACTORS	ACH PMT NO. - 80157584	152.84
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157586	20,725.95
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157586	4,597.01
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80157592	7,766.62
CORWIN OF SPOKANE LLC	VEHICLE REPAIR & MAINT SUPPLY	
CORWIN FORD SPOKANE	ACH PMT NO. - 80157596	334.32
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80157602	51.12
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157432	4,352.00
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157606	2,369.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157606	107.07
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157606	673.12
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80157479	198.44
GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT CREDIT CARD PMT NO. - 70003667	687.11
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80157611	520.60
KEYSTONE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80157437	1,236.10
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80157597	1,347.62
PROVIDENCE OCCUPATIONAL MEDICINE SPOKANE DOWNTOWN	MEDICAL SERVICES CHECK NO. - 00622857	240.00
SCOTT D HOWARD DBA SCOTTS INDUSTRIAL SEWING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00622807	200.00
WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00622861	242.39
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	18.20
WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	22.06
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00622708	3,631.60
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		50,294.05

1985 - VOYA DEFINED CONTR ADMIN FUND

R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00622706	8,560.76
TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND		8,560.76

3200 - ARTERIAL STREET FUND

CAMERON-REILLY LLC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80157590	109,099.82
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80157447	156.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DAVID EVANS AND ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80157599	1,606.00
KITTELSON & ASSOCIATES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157538	30,418.46
TOTAL FOR 3200 - ARTERIAL STREET FUND		141,281.20

4100 - WATER & HYDROELECTRIC SERVICES

AMY BAARSTAD	REFUNDS	
7009 E BEVERLY AVE	CHECK NO. - 00622827	203.46
BRAYDEN MORTON	REFUNDS	
1404 W JACKSON AVE	CHECK NO. - 00622828	364.48
CAMTEK INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80157430	6,068.33
DEREK TURNER	REFUNDS	
7504 RIVER RD	CHECK NO. - 00622854	131.08
E AND H ENTERPRISE LLC	REFUNDS	
3727 N LYONS RD	CHECK NO. - 00622832	550.00
ENVIRONMENTAL RESOURCE	CONTRACTUAL SERVICES	
ASSOCIATES dba ERA	ACH PMT NO. - 80157407	4,227.28
EVELYNN-JAY KIGHT-MOORE	REFUNDS	
5710 S REBECCA ST	CHECK NO. - 00622833	125.19
FCI LENDER SERVICES INC	REFUNDS	
8180 E KAISER BLVD	CHECK NO. - 00622835	205.56
FRED AND DONNA COZZA	REFUNDS	
9455 W SANDS DR	CHECK NO. - 00622836	327.14
H2E INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157410	6,138.72
JESSICA WEINSTEIN	REFUNDS	
13155 SW 68TH PKWY APT 107	CHECK NO. - 00622838	3.10
KATHRYN JOHNSON	REFUNDS	
PO BOX 85	CHECK NO. - 00622839	174.74
KEVIN SCOTT AND	REFUNDS	

KATHERYNN ENLOE	CHECK NO. - 00622840	194.96
KIM RICHARDSON	REFUNDS	
PO BOX 1476	CHECK NO. - 00622841	167.09
MICHAEL MACK	REFUNDS	
11410 N ROCKAWAY DR	CHECK NO. - 00622842	284.19
NJB SOFT LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157412	29,756.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OPENDOOR PROPERTY TRUST I	REFUNDS	
1295 W WASHINGTON ST STE 115	CHECK NO. - 00622843	146.96
PROVIDENCE OCCUPATIONAL	MEDICAL SERVICES	
MEDICINE SPOKANE DOWNTOWN	CHECK NO. - 00622857	60.00
ROGER AND CATHERINE CRUM	REFUNDS	
2911 SE VILLAGE LOOP APT 325	CHECK NO. - 00622845	95.31
ROGUE HEART MEDIA SPC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157414	4,783.00
SECURED INVESTMENT	REFUNDS	
HIGH YIELD FUND II, LLC	CHECK NO. - 00622691	158.32
STEVE DANZIG	REFUNDS	
6322 S GAISER CT	CHECK NO. - 00622846	1,405.71
TOUCHSTONE PROPERTY MANAGEMENT	REFUNDS	
423 1ST ST	CHECK NO. - 00622692	131.37
W W GRAINGER INC	CONSTRUCTION OF FIXED ASSETS	
DBA GRAINGER	ACH PMT NO. - 80157530	967.85
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80157530	206.08
WEST PLAINS AIRPORT AREA	OTHER MISC CHARGES	
PUBLIC DEVELOPMENT AUTHORITY	ACH PMT NO. - 80157578	28,201.47
WINDERMERE LEASE SOURCE	REFUNDS	
102 E BALDWIN AVE	CHECK NO. - 00622805	93.76
WINDERMERE PROPERTY MANAGEMENT	REFUNDS	
2127 N MONROE ST	CHECK NO. - 00622695	409.12

TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES		85,580.75

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80157589	31,925.96
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80157630	103.27
	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	32,029.23

4300 - WASTEWATER MANAGEMENT FUND

JESSICA WEINSTEIN	REFUNDS	
13155 SW 68TH PKWY APT 107	CHECK NO. - 00622838	20.97
	TOTAL FOR 4300 - WASTEWATER MANAGEMENT FUND	20.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4310 - SEWER MAINTENANCE DIVISION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157583	899.84
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622821	1,334.88
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157586	2,673.75
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157586	171.62
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00622822	331.68
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157471	876.51
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157602	18.50
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003651	330.00
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES	
	ACH PMT NO. - 80157622	458.76
T-MOBILE	CELL PHONE	
	CHECK NO. - 00622859	93.25
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157420	962.56
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	8,151.35

4320 - RIVERSIDE PARK RECLAMATION FAC

ATS INLAND NW LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80157585	1,350.11
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622821	911.64
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157586	186,315.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157586	17.75
CENTURYLINK	TELEPHONE CHECK NO. - 00622822	64.99
COMCAST	IT/DATA SERVICES CHECK NO. - 00622711	234.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

E R ANALYTICAL INC DBA SPECIALTY ANALYTICAL	TESTING SERVICES CREDIT CARD PMT NO. - 70003671	1,830.00
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80157605	99.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80157607	92.07
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003665	210.00
T-MOBILE	CELL PHONE CHECK NO. - 00622859	29.75
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80157636	189.78
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80157636	723.87

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 192,068.82

4330 - STORMWATER

AARDVARK BARK BLOWING & LANDSCAPE SERVICES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157580	33,428.16
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	

	ACH PMT NO. - 80157583	899.84
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157586	2,596.64
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157586	48.40
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00622822	92.25
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157420	36.99
VERIZON WIRELESS	TELEPHONE	
	ACH PMT NO. - 80157636	502.09
WILBERT PRECAST INC/DIV OF WILBERT VAULT/SPOKANE WILBERT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157640	3,049.20
TOTAL FOR 4330 - STORMWATER		40,653.57

4480 - SOLID WASTE FUND

JESSICA WEINSTEIN 13155 SW 68TH PKWY APT 107	REFUNDS CHECK NO. - 00622838	8.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4480 - SOLID WASTE FUND		8.48

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00622696	49,669.72
AMEC FOSTER WHEELER ENVIRONMENTAL EQUIPMENT CO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622697	42,039.94
APPLIED INDUSTRIAL TECHNOLOGIES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80157517	95,171.20
APPLIED INDUSTRIAL TECHNOLOGIES	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80157426	5,011.19
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80157586	437.97
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80157401	9,476.95
BANNER FURNACE & FUEL	OPERATING SUPPLIES	

	ACH PMT NO. - 80157428	288.02
BEARING DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES	
dba BROWN BEARING	ACH PMT NO. - 80157429	389.99
BENDER CCP INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157452	1,365.98
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157558	17,387.40
CDL SOLUTIONS LLC	REGISTRATION/SCHOOLING	
DBA DRIVE509	ACH PMT NO. - 80157643	3,187.55
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157594	489.43
DAVID SPEER	PERSONAL PROTECTIVE EQUIPMENT	
	CHECK NO. - 00622858	180.00
ECOCHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157475	3,909.55
ELJAY OIL CO INC	LUBRICANTS	
	CREDIT CARD PMT NO. - 70003647	246.30
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	CREDIT CARD PMT NO. - 70003647	2,927.80
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY	
	CREDIT CARD PMT NO. - 70003647	233.42
EUROFINS ENVIRONMENT TESTING	PROFESSIONAL SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80157408	2,904.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157434	697.81
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80157434	3,094.67
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157434	2,040.53
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80157434	238.44
FINLEY BUTTES LIMITED	CONTRACTUAL SERVICES	
PARTNERSHIP DBA FINLEY BUTTES	ACH PMT NO. - 80157409	194,479.73
G & W SUPPLY	REPAIR & MAINTENANCE SUPPLIES	
DBA PARAMOUNT SUPPLY CO	CHECK NO. - 00622705	5,678.81
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	

dba FIKES NORTHWEST	ACH PMT NO. - 80157608	8.75
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157436	728.31
HELFRICH BROTHERS BOILER WORKS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157532	216,999.90
MCKINSTRY CO LLC	EQUIPMENT REPAIRS/MAINTENANCE	
LOCKBOX	ACH PMT NO. - 80157542	1,793.36
NORCO INC	CHEMICAL/LAB SUPPLIES	
	CREDIT CARD PMT NO. - 70003649	273.82
NORCO INC	OPERATING RENTALS/LEASES	
	CREDIT CARD PMT NO. - 70003649	404.38
NORFOLK IRON & METAL CO	REPAIR & MAINTENANCE SUPPLIES	
DBA CDA METALS	CHECK NO. - 00622700	1,745.84
NORIT AMERICAS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80157440	24,743.88
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80157441	4,774.91
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003665	656.37
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157548	11,324.58
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES	
	CHECK NO. - 00622704	3,191.18
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80157549	50,223.03
PRO DYNAMIC SOLUTIONS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157553	8,455.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RIVER CITY GLASS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	CREDIT CARD PMT NO. - 70003650	4,276.72
SENSKE PEST CONTROL	LANDSCAPE/GROUNDS MAINT	
SENSKE LAWN & TREE CARE	ACH PMT NO. - 80157560	715.71
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157417	66,585.60
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80157419	8,618.90
SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

	CHECK NO. - 00622810	1,140.00
THE BATTERY NETWORK INC	HAZARDOUS WASTE DISPOSAL	
	ACH PMT NO. - 80157587	589.05
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80157582	242.10
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	OPERATING SUPPLIES	
	ACH PMT NO. - 80157582	60.55
W W GRAINGER INC DBA GRAINGER	SMALL TOOLS	
	ACH PMT NO. - 80157435	810.15
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80157451	696.92
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00622824	40.16
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES	
	CHECK NO. - 00622824	118.20
WESTERN STATES FIRE PROTECTION	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157579	1,168.00
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		851,932.52

4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80157460	2,848.35
AMANDA GIGER	NON-TRAVEL MEALS/LGHT RFRSHMT	
	CHECK NO. - 00622713	15.00
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622709	153.68
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157462	10,945.23
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80157462	488.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BARR-TECH LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157402	125,518.23
CASCADE ENGINEERING INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80157465	75,311.73
CINTAS CORPORATION NO 2	OPERATING SUPPLIES	

	ACH PMT NO. - 80157467	148.88
COMCAST	TELEPHONE	
	CHECK NO. - 00622710	231.77
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80157602	68.16
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80157478	1,117.92
GWP HOLDINGS LLC	VEHICLES	
DBA DOBBS PETERBILT	ACH PMT NO. - 80157603	1,108,081.36
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80157418	463.68
SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00622810	1,700.00
TRUE CORPORATION	MISC REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157575	180.02
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80157530	1,289.48
WASTEQUIP WASHINGTON	MACHINERY/EQUIPMENT	
	CHECK NO. - 00622813	50,464.10
WESTERN TIRE CHAIN LLC	OPERATING SUPPLIES	
	CREDIT CARD PMT NO. - 70003663	28,049.17
TOTAL FOR 4500 - SOLID WASTE COLLECTION		1,407,075.54

4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80157586	1,330.93
NORCO INC	CHEMICAL/LAB SUPPLIES	
	CREDIT CARD PMT NO. - 70003649	64.37
NORCO INC	OPERATING RENTALS/LEASES	
	CREDIT CARD PMT NO. - 70003649	338.76
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003665	260.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		1,994.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SERVICES

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622821	498.06
AT&T MOBILITY	IT/DATA SERVICES	
	CHECK NO. - 00622821	469.80
BROWN POWER & ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
PO BOX 9131	CHECK NO. - 00622829	65.80
C WATTS TRUCKING LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00622800	17,571.36
COUGAR HEATING AND COOLING	PERMIT REFUNDS PAYABLE	
212 EVANS ST	CHECK NO. - 00622831	87.13
DALTON KUHN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80157455	128.00
HOLLIDAY ENTERPRISES JR LLC	PERMIT REFUNDS PAYABLE	
410 N HELENA	CHECK NO. - 00622837	113.78
JASON BELYEA	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00622699	105.00
PHILIP SIGITOV	PERMIT REFUNDS PAYABLE	
9266 N WOODRIDGE	CHECK NO. - 00622844	650.00
STURM HEATING & AC	PERMIT REFUNDS PAYABLE	
1112 N NELSON ST	CHECK NO. - 00622849	133.14
STURM HEATING & AIR CONDITIONI	PERMIT REFUNDS PAYABLE	
1112 N NELSON ST	CHECK NO. - 00622850	44.38
STURM HEATING & A/C	PERMIT REFUNDS PAYABLE	
1112 N NELSON ST	CHECK NO. - 00622851	39.16
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157577	893.21
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80157577	72.22-
WESTERN STATES FIRE PROTECTION	PERMIT REFUNDS PAYABLE	
2309 N MCKINZIE LN STE 105	CHECK NO. - 00622853	522.75
TOTAL FOR 4700 - DEVELOPMENT SERVICES		21,249.35

5100 - FLEET SERVICES FUND

BRUCKNER TRUCK SALES INC	EQUIPMENT REPAIRS/MAINTENANCE	
DBA BRUCKNERS TRUCK &	ACH PMT NO. - 80157588	479.60
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003653	1,453.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 2	SAFETY SUPPLIES	
	ACH PMT NO. - 80157467	681.68
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80157469	116,580.01
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157471	544.72
DAY WIRELESS SYSTEMS/DIV OF	EQUIPMENT REPAIRS/MAINTENANCE	
WA COMMUNICATIONS LLC	ACH PMT NO. - 80157472	510.96
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80157528	424.95
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80157480	343.67
GENUINE PARTS COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
DBA NAPA AUTO PARTS	ACH PMT NO. - 80157545	83.31
GOOD TO GO!	PERMITS/OTHER FEES	
P.O. BOX 34562	CHECK NO. - 00622703	10.75
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157535	24,782.08
JEFF L ROGERS	EQUIPMENT REPAIRS/MAINTENANCE	
DBA JEFFS CUSTOM AUTO DETAIL	ACH PMT NO. - 80157536	294.51
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157537	6,677.42
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157438	2,362.15
NORCO INC	OPERATING RENTALS/LEASES	
	CREDIT CARD PMT NO. - 70003662	34.37
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157547	1,639.73
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157551	16,691.98
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80157551	15,814.17
PREMIERE TRUCK ACCESSORIES	EQUIPMENT REPAIRS/MAINTENANCE	
OF WASHINGTON INC	ACH PMT NO. - 80157443	3,106.50
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE	
dba SWS EQUIPMENT INC	ACH PMT NO. - 80157563	8,598.25
WASHINGTON AUTO CARRIAGE	EQUIPMENT REPAIRS/MAINTENANCE	

FABRICATION & TRUCK EQUIP INC	ACH PMT NO. - 80157638	365.15
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00622824	82.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80157421	1,344.21
TOTAL FOR 5100 - FLEET SERVICES FUND		202,906.11

5200 - PUBLIC WORKS AND UTILITIES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622821	76.84
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80157525	1,509.93
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80157602	340.80
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80157416	3,066.26
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		4,993.83

5300 - IT FUND

1ST CLASS OFFICE SOLUTIONS LLC	OFFICE SUPPLIES ACH PMT NO. - 80157422	322.12
CHARLES LARSON	BACKGROUND CHECKS CHECK NO. - 00622826	59.44
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80157473	51.12
LEVEL 3 FINANCING INC DBA LEVEL 3 COMMUNICATIONS LLC	TELEPHONE CHECK NO. - 00622806	3,670.80
MYTHICS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80157544	1,395.37
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80157444	95,070.42
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80157444	75.13

TOTAL FOR 5300 - IT FUND		100,644.40

5600 - ACCOUNTING SERVICES

CHRISTI BAIRD	PER DIEM	
	ACH PMT NO. - 80157642	87.50
TOTAL FOR 5600 - ACCOUNTING SERVICES		87.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5800 - RISK MANAGEMENT FUND

DAVIES CLAIMS SOLUTIONS LLC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80157600	22,966.30
TOTAL FOR 5800 - RISK MANAGEMENT FUND		22,966.30

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80157594	175.68
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80157636	42.85
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		218.53

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80157619	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		500.00

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80157601	31,532.34
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80157613	102,286.11
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS	
	ACH PMT NO. - 80157489	1,046,739.36
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,180,557.81

5900 - FACILITIES MANAGEMENT FUND OPS

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622698	337.70
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157609	2,198.37
MEGAMATION LLC	SUBSCRIPTION BASED IT ARNGMTS	
	ACH PMT NO. - 80157411	832.44
TK ELEVATOR CORPORATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80157633	744.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WALTER E NELSON CO	OPERATING SUPPLIES	
	CHECK NO. - 00622812	99.63
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	4,212.67

5902 - PROPERTY ACQUISITION POLICE

CDW GOVERNMENT LLC	SMART PHONES, IPAD, TABLETS	
	CREDIT CARD PMT NO. - 70003652	23,503.96
	TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE	23,503.96

5903 - PROPERTY ACQUISITION FIRE

GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT	
	CREDIT CARD PMT NO. - 70003667	1,374.22
	TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE	1,374.22

5904 - FACILITIES CAPITAL

TRIUMPH ELECTRIC LLC	MACHINERY/EQUIPMENT	
	CHECK NO. - 00622715	16,367.80
	TOTAL FOR 5904 - FACILITIES CAPITAL	16,367.80

6100 - RETIREMENT

SIR SPEEDY PRINTING	PRINTING/BINDING/REPRO	

	CHECK NO. - 00622808	1,955.56
TOTAL FOR 6100 - RETIREMENT		1,955.56

6200 - FIREFIGHTERS' PENSION FUND

ANDREW PILLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80157457	6,070.65
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80157601	1,165.00
GALEN PETERSON	SERVICE REIMBURSMENT ACH PMT NO. - 80157456	349.00
MICHAEL N SHIELDS	SERVICE REIMBURSMENT CHECK NO. - 00622707	25.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80157489	94,992.79

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	102,602.44

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80157601	4,324.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00622701	6,830.00
JAMES VEITENHEIMER C/O SHARYN THORNE	SERVICE REIMBURSEMENT ACH PMT NO. - 80157514	8,656.00
MARK GRUMBLY	SERVICE REIMBURSMENT ACH PMT NO. - 80157454	149.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80157489	32,034.81
ROBERT WALKER	SERVICE REIMBURSMENT ACH PMT NO. - 80157458	323.37
TOTAL FOR 6300 - POLICE PENSION		52,317.18

6920 - CLAIMS CLEARING FUND

JP MORGAN COMMERCIAL CARD	WARRANTS PAYABLE	

SOLUTIONS	CHECK NO. - 00622714	306,095.00

	TOTAL FOR 6920 - CLAIMS CLEARING FUND	306,095.00

	TOTAL CLAIMS	5,481,342.85

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	40.26		43.23
00622690	CAREER PATH SERVICES	4,762.97		
00622691	SECURED INVESTMENT	158.32		
00622692	TOUCHSTONE PROPERTY MANAGEME	131.37		
00622693	WINDERMERE PROPERTY MANAGEME	16.72		
00622694	WINDERMERE PROPERTY MANAGEME	336.51		
00622695	WINDERMERE PROPERTY MANAGEME	55.89		
00622696	AIRGAS SPECIALTY PRODUCTS IN	49,669.72		
00622697	AMEC FOSTER WHEELER	42,039.94		
00622698	AT&T MOBILITY	337.70		
00622699	JASON BELYEA	105.00		
00622700	NORFOLK IRON & METAL CO	1,745.84		
00622701	EVERGREEN FOUNTAINS LLC	6,830.00		
00622702	INLAND TOWING	203.20		
00622703	GOOD TO GO!	10.75		
00622704	ORCA PACIFIC INC	3,191.18		
00622705	G & W SUPPLY	5,678.81		
00622706	R.V. KUHNS & ASSOCIATES, INC	8,560.76		
00622707	MICHAEL N SHIELDS	25.00		
00622708	WASHINGTON LEOFF	5,053.47		
00622709	AT&T MOBILITY	950.00		
00622710	COMCAST	231.77		
00622711	COMCAST	234.34		
00622712	WATERCO OF THE PACIFIC NORTH	29.84		
00622713	AMANDA GIGER	15.00		
00622714	JP MORGAN COMMERCIAL CARD	306,095.00		
00622715	TRIUMPH ELECTRIC LLC	16,367.80		
00622716	ARTS & CRAFTS BOOK MFG		163.65	
00622717	CENTURYLINK		454.24	
00622718	BEVERLY HILL-KLEINSTEIN		120.00	
00622719	JENNY BARTOY		100.00	
00622720	GARRETT BEKEMEYER		250.00	
00622721	LIANA FAITH EATON		250.00	
00622722	GABRIELA DENISE FRANK		100.00	
00622723	MARYA NOWAKOWSKI		75.00	
00622724	KRISTEN MILLARES YOUNG		100.00	
00622725	SPOKANE CITY TREASURER		1,465.82	
00622726	SPOKANE CITY TREASURER		1,951.44	
00622727	SPOKANE CITY TREASURER		1,244.50	
00622728	SPOKANE CITY TREASURER		3,006.01	
00622729	SPOKANE CITY TREASURER		1,276.24	
00622730	SPOKANE CITY TREASURER		1,474.24	
00622731	SPOKANE CITY TREASURER		922.91	
00622732	SPOKANE PUBLIC LIBRARY IMPRE		64.89	
00622733	SPOKANE PUBLIC LIBRARY		1,347.84	
00622734	T-MOBILE		57.57	
00622735	ADAMS TRACTOR CO INC			65,636.14
00622736	AT&T MOBILITY			3,647.10
00622737	CENTURYLINK			249.97
00622738	BERRY ELLISON			42.05
00622739	WESLEY HILL			306.57
00622740	GENERAL STORE INC			41.14
00622741	NICHOLAS STEVENS			108.01

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622742	CSWW INC			99.25
00622743	NW SEED & PET INC			99.86
00622744	ORKIN			195.97
00622745	ALCAMO INC			58.91
00622746	SUMMER RRH LLC			66.54
00622747	HEATHER SMITH			879.19
00622800	C WATTS TRUCKING LLC	17,571.36		
00622801	COMCAST	89.95		
00622802	CHRISTIAN CORY	34,500.00		
00622803	HEALING ROOMS MINISTRIES	65.50		
00622804	ITG COMMUNICATIONS LLC	55.50		
00622805	WINDERMERE LEASE SOURCE	93.76		
00622806	LEVEL 3 FINANCING INC	3,670.80		
00622807	SCOTT D HOWARD	200.00		
00622808	SIR SPEEDY PRINTING	1,955.56		
00622809	SPOKANE TEACHERS CREDIT UNIO	25.00		
00622810	SWANA	2,840.00		
00622811	LAND VIEW INC	5,150.83		
00622812	WALTER E NELSON CO	99.63		
00622813	WASTEQUIP WASHINGTON	50,464.10		
00622814	ZACHARY ZAPPONE	308.09		
00622815	ARCHITECTS WEST INC			16,255.00
00622816	ATLAS SAND AND ROCK INC			3,696.45
00622817	EVERGREEN ARCHERY CLUB			480.00
00622818	SARA SAUNDERS LASU			168.00
00622819	SIX ROBBLEES INC			1,478.00
00622820	1A SMART START LLC	1,275.89		
00622821	AT&T MOBILITY	5,719.22		
00622822	CENTURYLINK	488.92		
00622823	COMCAST	192.68		
00622824	WATERCO OF THE PACIFIC NORTH	211.35		
00622825	DANIEL J LORD-FLYNN	1,600.00		
00622826	CHARLES LARSON	59.44		
00622827	AMY BAARSTAD	203.46		
00622828	BRAYDEN MORTON	364.48		
00622829	BROWN POWER & ELECTRIC LLC	65.80		
00622830	COUGAR HEATING AND COOLING	55.35		
00622831	COUGAR HEATING AND COOLING	31.78		
00622832	E AND H ENTERPRISE LLC	550.00		
00622833	EVELYNN-JAY KIGHT-MOORE	125.19		
00622834	FCI LENDER SERVICES INC	102.78		
00622835	FCI LENDER SERVICES INC	102.78		
00622836	FRED AND DONNA COZZA	327.14		
00622837	HOLLIDAY ENTERPRISES JR LLC	113.78		
00622838	JESSICA WEINSTEIN	32.55		
00622839	KATHRYN JOHNSON	174.74		
00622840	KEVIN SCOTT AND	194.96		

00622841	KIM RICHARDSON	167.09
00622842	MICHAEL MACK	284.19
00622843	OPENDOOR PROPERTY TRUST I	146.96
00622844	PHILIP SIGITOV	650.00
00622845	ROGER AND CATHERINE CRUM	95.31
00622846	STEVE DANZIG	1,405.71

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00622847	STURM HEATING & AC	44.38		
00622848	STURM HEATING & AC	44.38		
00622849	STURM HEATING & AC	44.38		
00622850	STURM HEATING & AIR CONDITIO	44.38		
00622851	STURM HEATING & A/C	39.16		
00622852	TOWER MOUNTAIN LLC	30.00		
00622853	WESTERN STATES FIRE PROTECTI	522.75		
00622854	DEREK TURNER	131.08		
00622855	JANICE LOUX	185.36		
00622856	TAISIA MOGA	140.00		
00622857	PROVIDENCE OCCUPATIONAL	300.00		
00622858	DAVID SPEER	180.00		
00622859	T-MOBILE	123.00		
00622860	T-MOBILE	7,996.34		
00622861	WA STATE DEPT OF NATURAL	242.39		
00622862	CENTURYLINK			113.70
00622863	WATERCO OF THE PACIFIC NORTH			269.80
00622864	WESLEY HILL			545.50
00622865	ANDREW GOODRUM			60.04
00622866	GREENACRES NURSERY			421.59
00622867	MUSCO CORPORATION			475.00
00622868	CSWW INC			1,565.55
00622869	R & R PRODUCTS INC			523.24
00622870	FIRST RESPONDER OUTFITTER IN			579.87
00622871	SPOKANE ART SUPPLY INC			17.66
00622872	SPOKANE CITY TREASURER			11,941.17
00622873	WALTER E NELSON CO			195.60
00622874	KAREN BROPHY	217.66		
70003647	ELJAY OIL CO INC	3,407.52		
70003648	GALLS LLC	4,918.62		
70003649	NORCO INC	1,081.33		
70003650	RIVER CITY GLASS INC	4,276.72		
70003651	NORTHWEST INDUSTRIAL SERVICE	750.00		
70003652	CDW GOVERNMENT LLC	23,503.96		
70003653	CINTAS CORPORATION	1,453.11	66.19	89.52
70003654	NATIONAL COLOR GRAPHICS INC		2,323.83	
70003655	PLANET TURF			1,354.85
70003656	RIVER CITY GLASS INC		2,479.80	
70003657	NORTHWEST INDUSTRIAL SERVICE			4,390.00
70003658	BI INC	1,054.11		
70003659	FOSTER GARVEY PC	991.70		

70003660	GALLS LLC	256.80		
70003661	HORIZON DISTRIBUTORS			1,701.67
70003662	NORCO INC	39.61		
70003663	WESTERN TIRE CHAIN LLC	28,049.17		
70003664	ALASKA RUBBER GROUP INC	359.68		132.62
70003665	NORTHWEST INDUSTRIAL SERVICE	1,126.37		
70003666	CINTAS CORPORATION			67.71
70003667	GALLS LLC	2,085.75		
70003668	HORIZON DISTRIBUTORS			1,941.11
70003669	O'REILLY AUTOMOTIVE STORES I			10.26
70003670	PLANET TURF			490.95
70003671	E R ANALYTICAL INC	1,830.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70003672	SPOKANE POWER TOOL & HDWE			654.59
70003673	WILDROSE LTD dba			846.31
80157401	AVISTA UTILITIES	9,476.95		
80157402	BARR-TECH LLC	125,518.23		
80157403	CATHOLIC CHARITIES	86,257.40		
80157404	CRITTER CONTROL OF GREATER	997.16		
80157405	DESIMONE CONSULTING LLC	13,334.00		
80157406	ELECTRONIC DATA COLLECTION	15,977.14		
80157407	ENVIRONMENTAL RESOURCE	4,227.28		
80157408	EUROFINS ENVIRONMENT TESTING	2,904.50		
80157409	FINLEY BUTTES LIMITED	194,479.73		
80157410	H2E INC	6,138.72		
80157411	MEGAMATION LLC	832.44		
80157412	NJB SOFT LLC	29,756.48		
80157413	PRO DYNAMIC SOLUTIONS	7,364.25		
80157414	ROGUE HEART MEDIA SPC	4,783.00		
80157415	SHERWIN WILLIAMS CO	99.84		
80157416	SPOKANE COUNTY TREASURER	3,066.26		
80157417	SPOKANE INT'L AIRPORT	66,585.60		
80157418	SPOKANE PRO CARE INC	463.68		
80157419	SPRING ENVIRONMENTAL INC	8,618.90		
80157420	VERIZON WIRELESS	1,183.59		
80157421	WESTERN STATES EQUIPMENT CO	1,344.21		
80157422	1ST CLASS OFFICE SOLUTIONS L	322.12		
80157423	ALL ABOUT TOWING SERVICES	162.56		
80157424	ALL SERVICE WEST TOWING	284.48		
80157425	ALWAYS TOWING & ROAD SERVICE	243.84		
80157426	APPLIED INDUSTRIAL	5,011.19		
80157427	A-PRO AUTO BODY AND TOWING	203.20		
80157428	BANNER FURNACE & FUEL	288.02		
80157429	BEARING DISTRIBUTORS INC	389.99		
80157430	CAMTEK INC	6,068.33		
80157431	CASCADE ENGINEERING INC	36,258.29		
80157432	ENVIRONMENT CONTROL OF SPOKA	7,360.00		
80157433	EVERGREEN STATE TOWING LLC	162.41		

80157434	FASTENAL CO	6,071.45		
80157435	W W GRAINGER INC	810.15		
80157436	HASKINS STEEL CO INC	728.31		
80157437	KEYSTONE LAWN & TREE CARE	2,696.95		
80157438	LEAVITT MACHINERY USA INC	2,362.15		
80157439	MOSS GREEN INC			1,419.23
80157440	NORIT AMERICAS INC	24,743.88		
80157441	NORTHSTAR CHEMICAL INC	4,774.91		
80157442	PETE LIEN & SONS INC	25,178.68		
80157443	PREMIERE TRUCK ACCESSORIES	3,106.50		
80157444	SHI CORP	95,199.07		
80157445	SPOKANE POLICE CHAPLAINCY	10,787.50		
80157446	SPOKANE TOWING/DIV OF	162.56		
80157447	COWLES PUBLISHING COMPANY	156.92		
80157448	US BANK TRAVEL CARD	46,311.51		
80157449	US BANK P CARD PAYMENTS	70,657.83		
80157450	VESTIS GROUP INC	8.90		
80157451	WASHINGTON EQUIPMENT	696.92		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157452	BENDER CCP INC	1,365.98		
80157453	YWCA	2,197.46		
80157454	MARK GRUMBLY	149.00		
80157455	DALTON KUHN	128.00		
80157456	GALEN PETERSON	349.00		
80157457	ANDREW PILLE	6,070.65		
80157458	ROBERT WALKER	323.37		
80157459	A2Z INTERPRETING LLC		1,457.14	
80157460	ALSCO DIVISION OF ALSCO INC	2,848.35		
80157461	ARROW CONSTRUCTION SUPPLY IN	6,468.66		546.68
80157462	AVISTA UTILITIES	11,476.90	11,567.91	
80157463	CAMTEK INC		2,602.04	
80157464	CARRIER CORPORATION		4,727.69	
80157465	CASCADE ENGINEERING INC	39,053.44		
80157466	CATHOLIC CHARITIES	13,703.42		
80157467	CINTAS CORPORATION NO 2	830.56		
80157468	CLUB PROPHET SYSTEMS			163.65
80157469	COLEMAN OIL COMPANY LLC	116,580.01		3,891.05
80157470	COMMUNITY HEALTH ASSOCIATION	69,159.41		
80157471	COPIERS NORTHWEST INC	2,569.06		
80157472	DAY WIRELESS SYSTEMS/DIV OF	510.96		
80157473	DEVRIES INFORMATION MANAGEME	76.68		
80157474	DOUGLAS CO INC			84.00
80157475	ECOCHEM ANALYTICS INC	3,909.55		
80157476	ERGON ASPHALT & EMULSIONS IN	3,192.27		
80157477	BARBARA H POWERS	163.35		
80157478	FASTENAL CO	2,416.11		302.43
80157479	FEDERAL EXPRESS CORP/DBA FED	198.44		
80157480	FIREPOWER INC	474.59		

80157481	GOODWILL INDUSTRIES OF THE	308,789.15			
80157482	W W GRAINGER INC				569.01
80157483	INLANDER PUBLICATIONS INC				1,200.00
80157484	KWIK BOND POLYMERS LLC	2,358.74			
80157485	LYNGSOE SYSTEMS INC			324.03	
80157486	KAREN J NIELSEN			13.82	
80157487	PERFORMANCE SYSTEMS				474.34
80157488	REXEL INC				230.24
80157489	PREMERA BLUE CROSS OR	1,173,766.96			
80157490	RIVER PARK SQUARE LLC			173.50	
80157491	SITEONE LANDSCAPE SUPPLY LLC				6.43
80157492	HESTON HARDWARE				162.55
80157493	SPRINGSHARE LLC			221.75	
80157494	URLACHER ENTERPRISES INC DBA			1,348.48	
80157495	VERMEER MOUNTAIN WEST INC				1,053.69
80157496	WA STATE DEPT/TRANSPORTATION				683.00
80157497	WAXIE SANITARY SUPPLY			1,391.59	
80157498	THE WAY TO JUSTICE	9,999.14			
80157499	WESTERN EQUIPMENT DISTRIBUTO				1,335.05
80157500	WESTERN GLOVE INC				111.21
80157501	WESTERN STATES EQUIPMENT CO				1,650.41
80157502	WILBUR ELLIS COMPANY				5.45
80157503	JENNIE ANDERSON			94.99	
80157504	EMILY BAUM			14.75	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157505	GINA COOPER		15.98	
80157506	KEKAULANI GARCIA		83.60	
80157507	SHELBY GOW		26.78	
80157508	LARRY B HUGHES		26.70	
80157509	JOHN KLINT		4,320.00	
80157510	REBEKAH MACE		42.49	
80157511	NEIL, MASON		74.23	
80157512	ALBERT S PECK		200.00	
80157513	RENEE RAIDT		350.00	
80157514	JAMES VEITENHEIMER	8,656.00		
80157515	AHBL INC			1,296.50
80157516	ALSCO DIVISION OF ALSCO INC			228.14
80157517	APPLIED INDUSTRIAL	95,171.20		
80157518	BERK CONSULTING INC	24,986.68		
80157519	BUDINGER & ASSOCIATES INC			5,848.07
80157520	DOWNTOWN SPOKANE PARTNERSHIP			1,083.72
80157521	CAMTEK INC			147.29
80157522	COLEMAN OIL COMPANY LLC			3,904.80
80157523	STEVE CONNER			13,066.73
80157524	CREEK AT QUALCHAN GOLF COURS			14,468.75
80157525	CRITTER CONTROL OF GREATER	512.77		
80157526	CHARLES R DELGADO	649.15		
80157527	ELECTRONIC DATA COLLECTION	27,528.07		

80157528	EVERGREEN STATE TOWING LLC	424.95		
80157529	FIREPOWER INC	687.34		1,145.55
80157530	W W GRAINGER INC	2,463.41		
80157531	MARUBENI AMERICA CORPORATION			10,160.71
80157532	HELFRICH BROTHERS BOILER WOR	216,999.90		
80157533	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80157534	HISTORICAL RESEARCH ASSOCIAT			3,010.75
80157535	INDUSTRIAL WELDING CO INC	24,782.08		
80157536	JEFF L ROGERS	294.51		
80157537	KENWORTH SALES COMPANY	6,677.42		
80157538	KITTELSON & ASSOCIATES INC	30,418.46		
80157539	THE LANDS COUNCIL			1,635.00
80157540	LYNDA CARPENTER	914.97		
80157541	LEVY PREMIUM FOOD SERVICE			32,288.91
80157542	MCKINSTRY CO LLC	1,793.36		
80157543	MICHAEL TERRELL LANDSCAPE			20,954.25
80157544	MYTHICS LLC	1,395.37		
80157545	GENUINE PARTS COMPANY	83.31		
80157546	NORTH COUNTRY SERVICES LLC	4,957.38		
80157547	NOVUS AUTO GLASS	1,639.73		
80157548	ONLINE CLEANING SERVICES	11,324.58		
80157549	PETE LIEN & SONS INC	25,044.35		
80157550	PLOWOPS INC	2,450.00		
80157551	POMP'S TIRE SERVICE INC	32,506.15		
80157552	POWERCOM.INC	3,171.54		
80157553	PRO DYNAMIC SOLUTIONS	1,091.00		
80157554	PROJECT JOY			2,580.83
80157555	RANDALL-REILLY LLC	5,822.67		
80157556	RIVER PARK SQUARE LLC	426.00		
80157557	MARY F ROE			535.50

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157558	BRANDSAFWAY SERVICES INC	17,387.40		
80157559	SANDBAGGERS CLUB LLC			20,570.03
80157560	SENSKE PEST CONTROL	715.71		
80157561	SHAMROCK MANUFACTURING INC	44,960.00		
80157562	SHI CORP			59.93
80157563	SOLID WASTE SYSTEMS INC	8,598.25		
80157564	SPECIALTY MOBILE MIX INC	829.16		
80157565	PEROVICH PARTNERS INC	72.99		
80157566	SPOKANE ARTS FUND	114,954.00		
80157567	SPOKANE COUNTY FIRE DIST 10	56,680.17		
80157568	SPOKANE INT'L AIRPORT	3,889.92		
80157569	TC SHERRY & ASSOCIATES PS db			2,058.00
80157570	STANTEC CONSULTING SERVICES	18,576.13		
80157571	STARPLEX CORP			681.74
80157572	SUNBELT RENTALS INC			2,709.81
80157573	T & T GOLF MANAGEMENT INC			20,793.85
80157574	THE HUNTINGTON NATIONAL BANK			4,081.67

80157575	TRUE CORPORATION	180.02			
80157576	CHESTER JOHN CASKEY				200.00
80157577	VERIZON WIRELESS	820.99			
80157578	WEST PLAINS AIRPORT AREA	28,201.47			
80157579	WESTERN STATES FIRE PROTECTI	1,168.00			
80157580	AARDVARK BARK BLOWING &	33,428.16			
80157581	ABSOLUTE DRUG TESTING LLC	5,795.40			
80157582	VYANET OPERATIONS GROUP dba	302.65			
80157583	ALSCO DIVISION OF ALSCO INC	1,813.04			
80157584	APOLLO SHEET METAL INC DBA	600.15			
80157585	ATS INLAND NW LLC	1,350.11			
80157586	AVISTA UTILITIES	234,199.35			
80157587	THE BATTERY NETWORK INC	589.05			
80157588	BRUCKNER TRUCK SALES INC	479.60			
80157589	BUDINGER & ASSOCIATES INC	31,925.96			
80157590	CAMERON-REILLY LLC	109,099.82			
80157591	COFFMAN ENGINEERS INC	485.00			
80157592	COLEMAN OIL COMPANY LLC	7,766.62			
80157593	COMPASSIONATE ADDICTION	15,524.05			
80157594	COPIERS NORTHWEST INC	3,152.72			
80157595	COPPER STATE BOLT & NUT CO				105.29
80157596	CORWIN OF SPOKANE LLC	334.32			
80157597	L N CURTIS & SONS	1,347.62			
80157598	CW NIELSEN MFG CORP	1,365.39			
80157599	DAVID EVANS AND ASSOCIATES I	1,606.00			
80157600	DAVIES CLAIMS SOLUTIONS LLC	22,966.30			
80157601	DELTA DENTAL OF WASHINGTON	37,021.34			
80157602	DEVRIES INFORMATION MANAGEME	529.70			
80157603	GWP HOLDINGS LLC	1,108,081.36			
80157604	EDGE CONSTRUCTION SUPPLY				73.28
80157605	EUROFINS ENVIRONMENT TESTING	99.00			
80157606	FASTENAL CO	3,032.68			
80157607	FEDERAL EXPRESS CORP/DBA FED	92.07			
80157608	GORLEY LOGISTICS LLC	8.75			
80157609	FIREPOWER INC	2,198.37			
80157610	FRANCIS AVENUE HARDWARE				7.63

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80157611	GORDON TRUCK CENTERS INC DBA	520.60		
80157612	JEWELS HELPING HANDS	434,438.01		
80157613	KAISER FOUNDATION HEALTH PLA	102,286.11		
80157614	THE LAW OFFICE OF KIEL A FRE	2,295.00		
80157615	LAWTON PRINTING INC			447.31
80157616	LOOMIS ARMORED US INC	2,558.25		
80157617	NICOLAS R CHAVEZ	9,165.00		
80157618	PACIFIC GOLF TURF LLC			369.95
80157619	NATIONAL EMPLOYERS COUNCIL I	500.00		
80157620	PITNEY BOWES GLOBAL FINANCIA	1,233.62		
80157621	REXEL INC			544.74

80157622	RAILROAD MANAGEMENT CO III L	458.76		
80157623	RW LOTHROP ENTERPRISES			499.68
80157624	SHERWIN WILLIAMS CO			309.25
80157625	SITEONE LANDSCAPE SUPPLY LLC			258.97
80157626	SPECIALIZED PAVEMENT MARKING	15,666.72		
80157627	PEROVICH PARTNERS INC			1,274.06
80157628	HESTON HARDWARE			28.34
80157629	SPOKANE COUNTY TREASURER	978.88		
80157630	COWLES PUBLISHING COMPANY	103.27		
80157631	STARPLEX CORP	1,598.57		
80157632	STONEWAY ELECTRIC SUPPLY			337.90
80157633	TK ELEVATOR CORPORATION	744.53		
80157634	THE TORO COMPANY			534.80
80157635	TY INC			425.25
80157636	VERIZON WIRELESS	1,589.22		
80157637	VERMEER MOUNTAIN WEST INC			482.09
80157638	WASHINGTON AUTO CARRIAGE	365.15		
80157639	WESTERN GLOVE INC			427.76
80157640	WILBERT PRECAST INC/DIV OF	3,049.20		
80157641	YWCA	42,625.17		
80157642	CHRISTI BAIRD	87.50		
80157643	CDL SOLUTIONS LLC	3,187.55		
		6,462,477.94	48,371.64	312,131.60
			CITYWIDE TOTAL:	6,822,981.18

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/28/2026

Date Rec'd	10/13/2026
Clerk's File #	CPR 2026-0003
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MATT BOSTON 6028
Contact E-Mail	MBOSTON@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	ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: October 10, 2026. Payroll check #581962 through check #582055 $10,311,185.34

Summary (Background)

Payroll

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	**$** 10,311,185.34	**#** Various
Select	**$**	**#**
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	LIPPS, JOSH		
Division Director	STRATTON, JESSICA		
Accounting Manager			
Legal			
For the Mayor			

Distribution List

PAYROLL RECAP BY FUND

PAY PERIOD ENDING OCTOBER 10, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	14,200.00
0230	CIVIL SERVICE	50,655.20
0260	CITY CLERK	25,559.23
0320	COUNCIL	51,701.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	40,897.20
0370	ENGINEERING SERVICES	211,403.59
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	54,278.64
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	12,277.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	14,079.52
0500	LEGAL	147,365.94
0520	MAYOR	44,354.46
0550	NEIGHBORHOOD SERVICES	16,594.41
05601	MUNICIPAL COURT	147,606.46
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	4,081.60
0620	HUMAN RESOURCES	50,895.11
0650	PLANNING SERVICES	52,279.20
0680	POLICE	2,539,690.36
0690	PROBATION SERVICES	92,757.68
0700	PUBLIC DEFENDERS	179,491.62
0750	ECONOMIC DEVELOPMENT	16,495.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,790,612.42

FUND	FUND NAME	TOTAL
1100	STREET	300,439.41
1200	CODE ENFORCEMENT	89,078.80
1300	LIBRARY	284,172.51
1380	TRAFFIC CALMING MEASURES	0.00
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	474,929.78
1430	GRANTS MANAGEMENT	32,820.40
1460	PARKING METER	40,627.23
1510	SPOKANE UNITED 911 NETWORK	172,703.74
1620	PUBLIC SAFETY & JUDICIAL GRANT	5,817.76
1680	CD/HS	54,719.80
1970	EMS FUND	1,943,799.02
4100	WATER	551,074.17
4250	INTEGRATED CAPITAL FUND	82,768.40
4300	SEWER	721,353.58
4480	REFUSE	721,906.62
4600	GOLF	77,207.08
4700	GENERAL SERVICES FUND	234,003.74
5100	FLEET SERVICE	126,097.06
5200	PUBLIC WORKS & UTILITY FUND	66,170.78
5300	MIS	219,656.31
5500	PURCHASING	34,067.21
5600	ACCOUNTING SERVICES	130,067.30
5700	MY SPOKANE	48,315.16
5750	PROJECT MANAGEMENT OFFICE	23,051.20
5800	RISK MANAGEMENT	3,361.60
5810	WORKER'S COMPENSATION	3,792.00
5830	SELF-FUNDED MEDICAL/DENTAL	9,753.66
5900	ASSET MANAGEMENT	50,500.94
6060	CITY RETIREMENT	14,964.06
	TOTAL	10,311,185.34

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 10/06/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/30/2026
		Clerk's File #	ORD C36955
		Cross Ref #	
Council Meeting Date: 10/28/2026		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 625-6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Hearings		
Council Sponsor(s)	KKLITZKE KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENSION OF INTERIM OFFICIAL CONTROL FOR OFF-PREMISES ALCOHOL		

Agenda Wording

An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets, and declaring an emergency.

Summary (Background)

Council adopted ORD C36680 in April 2025 as an interim official control and extended it another six months by ORD C36862. The ordinance prohibited off-premises alcohol outlets near public assets like schools and parks. As an interim zoning ordinance, it was assigned a duration of one year, which expires on April 28, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to regulations for off-premises alcohol outlets as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the this topic will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance six months to April 28, 2027. The periodic update is due in December 2026 so it is anticipated no additional extensions will be necessary after this one.

What impacts would the proposal have on historically excluded communities?

N/A

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

Study of impacts to continue as anticipated by ORD C36680.

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

Study of impacts to continue as anticipated by ORD C36680.

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

This topic will be a consideration in the ongoing Comprehensive Plan update.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	amcdaniel@spokanecity.org
eking@spokanecity.org	

ORDINANCE NO. C36955

An ordinance to extend the duration of interim official control C36680 concerning off-premises alcohol outlets near public assets, and declaring an emergency.

WHEREAS, on April 28, 2025, City Council adopted ordinance C36680, an interim official control regarding off-premises alcohol outlets near public assets; and

WHEREAS, on April 27, 2026, City Council adopted ordinance C36862, a six-month extension of ordinance C36680 until October 28, 2026; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled “Code Assessment and Modernization of Title 17 of the Spokane Municipal Code”; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City’s Comprehensive Plan, and needs additional time to determine appropriate regulation of off-premises alcohol outlets near public assets, thus requiring an additional extension of the interim ordinance; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of April 28, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance; and

WHEREAS, the City Council finds that the City needs for additional time to evaluate and determine appropriate regulation of off-premises alcohol outlets near public assets, and, combined with broad efforts related to recodification, were sudden and unexpected, and immediate effect of this extension is necessary to prevent or mitigate the continuing threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council to adopt and extend this interim ordinance cannot timely prevent a lapse in the current effect of the interim ordinance, which lapse would cause or exacerbate harm to the community;

.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate regulation of off-premises alcohol outlets as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36680 shall be extended an additional six months to April 28, 2027.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. 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.

Section 6. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 SMC and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

ADOPTED 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: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/29/2026		
Clerk's File #	ORD C36956		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	DUSTY X6482	**Requisition #**	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ROG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PMO SALARY SAVINGS TO CONTRACTUAL		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting A Mid-Biennial Modification Budget for the City of Spokane", and amending it to utilize salary savings in the Project Management Office for contractual services to support standing up the Spokane United 911 Network, and declaring an emergency.

Summary (Background)

The Project Management Office (PMO) is running out of funding for their contracted employee who is supporting the Public Safety Answering Point public record request preparation. PMO currently has one position that has been vacant since early June 2026 and will remain vacant until year-end. The accumulated salary savings for this position will be $72,500.

What impacts would the proposal have on historically excluded communities?

N/A – The contract employee is working on standing up the PSAP department.

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 – no data is being collected.

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

N/A – no data is being collected.

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

This contract employee is supporting public record request preparation for the Public Safety Answering Point department that is being developed currently. This support aligns with minimizing public record request response time.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 72,500
Current Year Cost	$ 72,500
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ (51,500)	# 5750-73250-18880-51001-99999
Expense	$ (975)	# 5750-73250-18880-51640-99999
Expense	$ (4,030)	# 5750-73250-18880-52110-99999
Expense	$ (6,475)	# 5750-73250-18880-52210-99999
Expense	$ (9,520)	# 5750-73250-18880-52310-99999
Expense	$ 72,500	# 5750-73250-18880-54201-99999

Funding Source	One-Time
Funding Source Type	Reallocation

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

No, one-time use of salary savings.

Expense Occurrence	One-Time

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

Contracted work is slated to be completed at year-end 2026.

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

dfredrickson@spokanecity.org	jmiller@spokanecity.org
mboston@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO C36956

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO UTILIZE SALARY SAVINGS IN THE PROJECT MANAGEMENT OFFICE FOR CONTRACTUAL SERVICES TO SUPPORT STANDING UP THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Project Management Office Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease appropriation by $72,500.
A) Of the decreased appropriation, $72,500 is removed solely from base wages and various benefits.

2) Increase appropriation by $72,500.
A) Of the increased appropriation, $72,500 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to utilize salary savings in the Project Management Office for contractual services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 10/06/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/29/2026
		Clerk's File #	ORD C36957
		Cross Ref #	
Council Meeting Date: 10/28/2026		**Project #**	
Submitting Dept	GRANTS MANAGEMENT	**Bid #**	
Contact Name/Phone	MIKE 435-7029/X6822	**Requisition #**	
Contact E-Mail	MFORBES@SPOKANECITY.ORG/WWI		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – FEMA AIR QUALITY MONITORING EQUIPMENT		

Agenda Wording

Amending Ordinance No. C36794, Entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to accept a grant award from the U.S. Department of Homeland Security - Federal Emergency Management Agency to purchase air quality detection equipment for hazmat and high-risk response calls for the Fire Department, and declaring an emergency.

Summary (Background)

FEMA awarded the City of Spokane Fire Department a FY 2025 Assistance to Firefighters Grant (AFG) on September 22, 2026. This grant will be used to purchase air quality detection equipment for Haz-Mat and high-risk response calls for the Fire Department.

What impacts would the proposal have on historically excluded communities?

The proposal has no geographic or demographic targeting; equipment is deployed by apparatus assignment and inspection workload rather than by neighborhood. Benefits (faster hazard detection, better-informed evacuation and ventilation decisions) extend to any resident or worker present during a response, including in lower-income and industrial areas where hazardous-atmosphere exposure risk tends to be higher

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 narrative doesn't propose collecting race, ethnicity, gender, income, or disability data on affected residents; the monitors themselves log gas type, concentration, and time/location of use, not personal information. If disparity reporting is required, SFD would need to cross-reference incident locations against existing City demographic/GIS data rather than gather new PII in the field.

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

Program effectiveness would be tracked through NERIS, capturing call volume and monitor deployments. Calibration and bump-test logs would confirm equipment readiness, and any documented early-warning or withdrawal event would serve as evidence the tool is functioning as intended.

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?

Purchasing these materials align with our mission to protect life and property and with the standards we operate under, including Washington State's requirements for atmospheres immediately dangerous to life or health (WAC 296-809, confined spaces; WAC 296-841, airborne contaminants), which meet or exceed federal OSHA standards, as well as NFPA 1500 and our enforcement of the Washington State International Fire Code.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 66,686
Current Year Cost	$ 66,686
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 66,686	# 1440-93557-22200-53502-99999
Revenue	$ 66,686	# 1440-93557-99999-33383-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this is a competitive grant that we must reapply for each year, needs depending.

Expense Occurrence	One-Time

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

One time air monitoring equipment purchase.

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

Distribution List

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sneal@spokanecity.org	grants@spokanecity.org

ORDINANCE NO C36957

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A GRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT AGENCY TO PURCHASE AIR QUALITY DETECTION EQUIPMENT FOR HAZMAT AND HIGH-RISK RESPONSE CALLS FOR THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Fire Grants – Miscellaneous Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $66,686.
A) Of the increased revenue, $66,686 is provided solely from the Federal Emergency Management Agency – Department of Homeland Security.

2) Increase appropriation by $66,686.
A) Of the increased appropriation, $66,686 is provided solely for minor equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept and appropriate a grant award from the United States Department of Homeland Security – FEMA, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/30/2026
Clerk's File #	ORD C36958
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	KTELIS MCATHCART BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – WA TRAFFIC SAFETY THERAPEUTIC COURTS

Agenda Wording

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 and appropriate a grant award from the Washington Traffic Safety Commission for Therapeutic Court programs, and declaring an emergency.

Summary (Background)

Municipal Court received a mid-year grant award from the Washington Traffic Safety Commission in the amount of $128,000 for October 1,2026 through September 30, 2027 to support the DUI cases within Recovery Court. The award includes funding for electronic home monitoring, drug and alcohol testing, ignition interlock device, and basic supplies to support community engagement.

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for 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?

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 128,000
Current Year Cost	$ 128,000
Subsequent Year(s) Cost	$ 0

Narrative

No positions are funded through this award and no match is required.

Amount		Budget Account
Revenue	$ 128,000	# 1360-91339-99999-33320-99999
Expense	$ 2,500	# 1360-91339-12510-53101-99999
Expense	$ 125,500	# 1360-91339-12510-54101-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

This is a one time annual award with subsequent awards requiring application and approval.

Expense Occurrence	Recurring

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

No other budget impacts.

Approvals		Additional Approvals	
Dept Head	HARTE, AMY	**MANAGEMENT &**	MILLER, JACOB
Division Director	O'SULLIVAN, KRISTIN	**ACCOUNTING -**	BROWN, SKYLER
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Sarah Thompson sthompson@spokanecity.org	Derrek Daniels ddaniels@spokanecity.org
Danil Tyurin dtyurin@spokanecity.org	grants@spokanecity.org

ORDINANCE NO C36958

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 AND APPROPRIATE A GRANT AWARD FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR THERAPEUTIC COURT PROGRAMS, AND DECLARING AN EMERGENCY.

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

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

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

Section 1. That in the budget of the Miscellaneous (General Fund) Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $128,000.
A) Of the increased revenue, $128,000 is provided solely by a grant from the Washington Traffic Safety Commission.

2) Increase appropriation by $128,000.
A) Of the increased appropriation, $2,500 is provided solely for office supplies.
B) Of the increased appropriation, $125,500 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the receipt of a grant award from the Washington Traffic Safety Commission to support therapeutic court programs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

2027-FG-6002-Spokane Municipal DUI Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

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

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.616, for traffic safety grant project 2027-FG-6002-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2026, whichever is later, and remain in effect until September 30, 2027, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK
The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the

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

3.1 SCOPE OF WORK
3.1.1 Problem ID and/or Opportunity

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). From 2024-2025 in Spokane County, 49% of all traffic fatalities involved an impaired driver. Over the same time period, Spokane County has also had a higher-than-average percentage of impaired drivers involved in pedestrian fatalities (17% vs. 12% statewide).

Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important, but also expensive. Frequent drug testing and accountability/monitoring costs are a barrier to high risk, high need clients who do not have the financial means to participate in these therapeutic court programs that are proven effective.

The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

3.1.2 Project Purpose and Strategies

The purpose of the project is to:

Provide funding support for the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness. Additionally, this project provides funding to support printing costs associated with community outreach and education of the DUI court program. The flagship effort of this outreach is the courts annual DUI court townhall.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism.

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program.

Strategies used:
Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)
Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)
WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.

3.2 PROJECT GOALS

1) Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.
2) Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.
3) By September 30, 2027, expand community awareness of the DUI Court program by conducting at least one annual DUI Court town hall and by distributing DUI Court informational materials through community and partner outreach.
4) Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

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

3.3 NATURE OF IDENTIFIED OUTCOMES
The Short-Term and Intermediate Outcomes included herein are statements of intended results and are provided for planning, implementation, and evaluative reference. The parties acknowledge that such outcomes are inherently uncertain, may be influenced by conditions outside the SUB-RECIPIENT's

control, and may not be fully realized or measurable within the Agreement term. The SUB-RECIPIENT shall use reasonable and good-faith efforts to implement the Project in a manner designed to advance the identified outcomes. Failure to achieve any stated outcome shall not, in and of itself, constitute a breach of this Agreement or create an obligation for repayment, provided the SUB-RECIPIENT has complied with all material requirements of the Agreement.

Short-term Outcomes:
DUI offenders who are indigent will believe that they have the option to enroll in the DUI Court program, despite not having the financial ability to pay for drug and alcohol screening.

DUI Court participants believe that they will undergo urinalysis testing at least weekly, regardless of financial ability to pay for these services.

DUI Court participants believe that they will face court sanctions if they use drugs or alcohol.

Community education/engagement will increase knowledge of the DUI court program and belief in its ability to rehabilitate high risk, high need participants.

Intermediate Outcomes:
DUI Court is following NCDC's 10 guiding principles for DUI Courts.

DUI Court participants are not using drugs or alcohol.

Knowledge of the DUI court program and belief in the efficacy of the DUI court model will result in increased referrals to the court program.

3.4. COMPENSATION
3.4.1 The cost of accomplishing the work described in the SOW will not exceed $128,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.5 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

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

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

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

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

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

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

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

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

- Laptops and Notebook Computers
- Tablets and Smart phones

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

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

3.5 PROJECT COSTS

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

Year 1: $128,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION
11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state

and federal law.

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

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

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

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

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

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

15. GOVERNANCE

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

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

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

17. INDEMNIFICATION

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of

this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

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

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

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

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

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

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party

will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

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

23. RIGHTS IN DATA

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

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

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

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

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

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

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

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

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. STATE NONDISCRIMINATION

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

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

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT,

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

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

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

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

33. BUY AMERICA ACT
The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. § 313) when purchasing steel, iron, and manufactured products using Federal funds. Buy America requires that these items be produced in the United States unless the Secretary of Transportation grants a waiver.

33.1 Standard Requirement
33.1.1 Federal highway safety grant funds may not be used to purchase foreign steel, iron, or manufactured products unless:
33.1.1.1 It is determined that using domestic items is inconsistent with the public interest;
33.1.1.2 Such items are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
33.1.1.3 The inclusion of domestic items would increase the cost of the overall project contract by more

than 25 percent.

33.1.2 Any waiver outside of the De Minimis Costs, Small Grants, or Manufactured Products Under $5,000 waivers described below must be requested by the Washington Traffic Safety Commission (WTSC) and approved by the Secretary of Transportation before purchase.

33.2 De Minimis Costs Waiver
The Buy America requirement does not apply to a project if the total value of non-compliant products is no more than the lesser of $1,000,000 or 5% of the total applicable material costs of the project.
33.2.1 “Applicable material costs” means the cost of all materials (including manufactured products) used in the project that are subject to Buy America.
33.2.2 This waiver is applied on a project basis. The value of both domestic and foreign components in a non-compliant product counts toward the threshold.

33.3 Small Grants Waiver
The Buy America requirement does not apply to a project if the total Federal Financial Assistance for that project, from all Federal sources combined, is less than $500,000.
33.3.1 The Small Grants Waiver is applied on a project basis, including subawards, provided the subaward is for a separately identifiable and independent project.
33.3.2 Projects funded in phases or from multiple Federal sources must aggregate the total Federal funds for eligibility.
33.3.3 Large projects may not be divided into smaller awards solely to meet this waiver.

33.4 Manufactured Products Under $5,000 Waiver
33.4.1 The Buy America requirement does not apply to manufactured products with a purchase price of $5,000 or less, when such products are purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. This waiver:
33.4.1.1 Applies to individual manufactured products costing $5,000 or less
33.4.1.2 Does not apply to motor vehicles
33.4.1.3 Does not require prior approval or submission of a waiver request

33.4.2 The SUB-RECIPIENT must maintain documentation supporting the use of this waiver, including:
33.4.2.1 Description of item purchased
33.4.2.2 Purchase price
33.4.2.3 Confirmation that the item is not a motor vehicle

33.5 Documentation and Oversight
33.5.1 No application or prior approval is required for the De Minimis Costs, Small Grants, or Manufactured Products Under $5,000. However, the SUB-RECIPIENT is responsible for confirming

eligibility and maintaining documentation for each use of these waivers, including:
33.5.1.1 Type of waiver used (Small Grants, De Minimis Costs, or Manufactured Products Under $5,000)
33.5.1.2 Amount of Federal funds applied under the waiver
33.5.1.3 Description of items purchased
33.5.1.4 This documentation may be accomplished through an email to the WTSC Program Manager, copying the WEMS project file, and by creating a note in the WEMS project file.

33.5.2 WTSC and NHTSA may request this documentation at any time. Improper application of a waiver will result in costs being deemed unallowable, and the SUB-RECIPIENT will be required to repay such costs.

34. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

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

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

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

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

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

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

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

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

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

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

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

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing,

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

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

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

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

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

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

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

37. FEDERAL LOBBYING

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

37.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

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

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

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

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

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

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

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

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

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

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

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

officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements
42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

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

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

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

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

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

43. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Sarah Thompson sthompson@spokanecity.org 509-625-4146	Mandie Dell mdell@wtsc.wa.gov 360-725-9860 ext.

44.AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.
Spokane Municipal Court

Signature: Jacqueline van Wormer (Aug 27, 2026 10:51:23 PDT)

Email: jvanwormer@spokanecity.org

Name: Jacqueline Van Wormer
Title: Municipal Court Administrator

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Amanda Dell*

Email: mdell@wtsc.wa.gov

Name: Mandie Dell
Title: Program Manager

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$0.00	0%	$0.00	$0.00
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$125,500.00	0%	$0.00	$125,500.00
Goods and Services		$2,500.00	0%	$0.00	$2,500.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$128,000.00		$0.00	$128,000.00

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. The sub-recipient has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Funding for this grant may also include, but is not limited to:

Testing, Monitoring, and Transportation: Total Funding - $125,500

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants using the participant screening policy that will be developed under goal 1.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement: Total Funding: $2,500

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Important Notes:

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

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

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

Objectives and Measures

Goal 1 - Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details	Completion Date
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or summary of the screening process to WTSC.	
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis testing on all participants and additional testing methods on a case-by-case basis, as deemed necessary by the presiding judge.	
Provide analysis of testing results to WTSC	Attach a summary report to each quarterly progress report. This report should include data such as: • Number and percentage of DUI Court participants who are tested each quarter.	

each quarter.	• Summary of test results. • Number of DUI Court participants who are sanctioned due to positive drug or alcohol test. •Number/percentage of missed tests.

Measure	Reporting Frequency	Type	Target
Number of DUI Court participants who are determined to be eligible for financial assistance for drug and alcohol testing.	Quarterly	Process	30
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug or alcohol test during the reporting period.	Quarterly	Process	100
Percentage of DUI Court participants eligible for financial support who are tested each quarter.	Quarterly	Process	100
Total Number of DUI Court participants enrolled	Quarterly	Process	31

Goal 2 - Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details	Completion Date
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important component of the DUI Court model. Electronic monitoring and ignition interlock services are a great way to monitor a participant's alcohol use.	
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for these services should be only used for DUI Court participants who do not have the financial means to pay for it. The Spokane Municipal Court should develop criteria for what this looks like in practice and share that with WTSC.	
Provide ignition interlock services as recommended by the court.		

Measure	Reporting Frequency	Type	Target
Number of DUI court participants who receive continuous monitoring services	Quarterly	Process	30
Number of participants receiving ignition interlock services	Quarterly	Process	30

Goal 3 - By September 30, 2027, expand community awareness of the DUI Court program by conducting at least one annual DUI Court town hall and by distributing DUI Court informational materials through community and partner outreach.

Objective	Objective Details	Completion Date
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment increases when there is support for the DUI Court from stakeholder groups. We encourage you to meet with your stakeholder groups and encourage their support of the program to sustain or increase enrollment, as necessary.	
Conduct annual DUI Court Townhall meeting	Annual event focused on educating the public on the DUI court.	

Measure	Reporting Frequency	Type	Target
Outreach – number of external stakeholders met with	Quarterly	Process	10
Conduct annual DUI Court Townhall Event	Annual	Process	1

Goal 4 - Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details	Completion Date
Provide transportation support for indigent DUI Court participants	Funding may be used for the purchase of bus vouchers tracked by the court to ensure that WTSC-funded bus passes are used solely for the purpose of court-related travel. Provide a summary of transportation utilization funded by this grant on a quarterly basis.	

Measure	Reporting Frequency	Type	Target
Number of participants receiving transportation assistance	Quarterly	Process	30

Interagency Agreement-2027-FG-6002-Spokane Municipal DUI Court(25460921)_20260827134 5

Final Audit Report 2026-09-29

Created:	2026-08-27
By:	WEMS (WTSC) (wemshelp@wtsc.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKjW-BYUpheGHqzlPN3TNk2j1ba_oO2Zc

"Interagency Agreement-2027-FG-6002-Spokane Municipal DUI Court(25460921)_202608271345" History

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Agreement completed.

2026-09-29 - 6:12:12 PM GMT

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/29/2026
Clerk's File #	ORD C36959
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	KTELIS MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SBO FOR CRIMINAL JUSTICE TRAINING COMMISSION GRANT ESHB 2015 (RCW

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to accept a grant award from the Washington State Criminal Justice Training Commission for public safety efforts pursuant RCW 43.101.540 (ESHB 2015), and declaring an emergency.

Summary (Background)

This SBO increases the budget to recruit, fund, and retain 4 co-response positions, including one public safety data engineer, one public safety data analyst, and two behavioral health clinicians, as well as for co-response through equipment costs, data analytics, and for contracting with Peer Washington for dedicated outreach and co-response. The funding will support the implementation of a co-response and referral-based behavioral health model that expands public safety capacity while reducing reliance on sworn officers.

What impacts would the proposal have on historically excluded communities?

This grant is likely to have a meaningfully positive effect on historically excluded communities, primarily because it increases support to people experiencing behavioral health crises, substance use disorders, and homelessness. By embedding behavioral health clinicians directly in dispatch and partnering with Peer Washington for community-based co-response, the program aims to divert 25–35% of eligible calls away from armed officer response toward clinical and peer-based intervention, which reduces the frequency of encounters that carry heightened risk of escalation, use of force, or unnecessary arrest for these communities.

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

Data concerning the program's effects on disparate demographic populations will be systematically monitored through internal SPD data integration and analytics. The public safety data engineer and public safety data analyst will develop the data infrastructure to accurately capture data and flag any concerning impacts of the co-response model. Anonymized, aggregated data will be reported annually to the WSCJTC to track program impacts.

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

Program performance will be tracked through integrated CAD, RMS, and partner data systems to support continuous evaluation and reporting. Metrics tracked will include call diversion rates, repeat dispatch reduction, officer time reallocation away from non-enforcement calls, reduced repeat crisis contacts, successful service connections, co-responder response times, and on-scene resolution without arrest/detention. This approach aligns with ESHB 2015 priorities by expanding behavioral health and peer co-response capacity, supporting alternative response programs, and increasing effective public safety staffing

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: Advances the Health and Human Services Chapter by deploying assets to expand non-law enforcement responses and stabilize vulnerable residents in crisis. Council Resolutions: Operationalizes standing safety and equity mandates via multi-agency, nonprofit-integrated partnerships funded outside the city's general fund.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 3,401,648.00
Current Year Cost	$ 3,401,648.00
Subsequent Year(s) Cost	$

Narrative

$1,056,230 will go towards recruiting, funding, and retaining personnel for 4 co-response positions.
$2,345,418 will go towards equipment costs, data analytics, and for contracting with Peer Washington for dedicated outreach and co-response.

Amount		Budget Account
Revenue	$ 3,401,648.00	# 1620-91850-99999-33469-99999
Expense	$ 548,170.00	# 1620-91850-21400-5xxxx-99999
Expense	$ 508,060.00	# 1620-91850-21400-54201-99999
Expense	$ 400,000.00	# 1620-91850-21400-54101-99999
Expense	$ 1,945,418.00	# 1620-91850-21400-54201-99999
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	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW	MANAGEMENT &	MILLER, JACOB
Accounting Manager	WHEELER, CHRISTOPHER	ACCOUNTING -	BROWN, SKYLER
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

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spdfinance@@spokanepolice.org	Annelise Pietenpol apietenpol@spokanepolice.org

ORDINANCE NO C36959

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 AND APPROPRIATE ENGROSSED SUBSTITUTE HOUSE BILL 2015 GRANT FUNDING FROM THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Add 2 classified Senior Information Technology Analyst (from 2 to 4) in the Police Department.

Section 2. That in the budget of the Public Safety and Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $3,401,648.
A) Of the increased revenue, $3,401,648 is provided solely from the Washington State Criminal Justice Training Commission.

2) Increase appropriation by $3,401,648.
A) Of the increased appropriation, $548,170 is provided solely for base wages and benefits.
B) Of the increased appropriation, $2,453,478 is provided solely for contractual services.
C) Of the increased appropriation, $400,000 is provided solely for professional services.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept and appropriate ESHB 2015 grant funding from WSCJTC, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Docusign Envelope ID: 854FF0C0-D10D-84B3-809B-9870A148D77C

Washington State **Criminal Justice Training Commission**	WSCJTC Contract No.
	Program Index **619**

This contract is between the State of Washington, Washington State Criminal Justice Training Commission (WSCJTC) and the GRANTEE identified below and is governed by Department of Enterprise Services Procurement Policies.

Contractor/Grantee Name: City of Spokane Police Dept Contact: Annelise Pietenpol, Director of Crime Strategies	Contractor Address: 1100 West Mallon Avenue Spokane, WA 99260
Contact Telephone: +1 (509) 270-2529	Contact E-Mail Apietenpol@spokanepolice.org
Statewide Vendor Number: (SWV): Statewide Registration Services - Office of Financial Management	

WSCJTC Contact Information

Manager of this contract or project. Name and Title. Gail Stone, Project Manager	E-mail Address Gail.stone@cjtc.wa.gov Telephone 206-608-3208

Contract Start Date September 1, 2026	**Contract End Date** June 30, 2027	**Contract Maximum Amount** $3,401,648.00
Subcontracting Authorized? Y/N N	**Travel Expenses Authorized? Y/N** N	

FOR THE WSCJTC:	**FOR THE CONTRACTOR:**
Francesca Heard Francesca Heard 9/15/2026	Contractor Business Name Spokane Police Department
Department Manager Date Jerrell Wills Jerrell Wills 9/14/2026	Date 9/14/2026
Executive Director Date Holly White Holly White 9/14/2026	Contractor signature Chief Kevin Hall
WSCJTC Contract Specialist Date	Print Name & Title Chief Kevin Hall Chief of Police

Docusign Envelope ID: 854FF0C0-D10D-84B3-809B-9870A148D77C

The parties agree that:

WHEREAS, the WSCJTC has the statutory authority under RCW 43.101.020(2) and RCW 43.101.095(8) to provide programs and training that enhance the integrity, effectiveness, and professionalism of peace officers and corrections officers and exercise lawful actions necessary to enable the commission to fully and adequately perform its duties and to exercise the lawful powers granted to the commission; and

WHEREAS, WSCJTC is also given the responsibility to administer state funds and programs which are assigned to WSCJTC by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of RCW 43.101.540 (ESHB 2015) made an appropriation to support the local and tribal law enforcement agencies, and directed WSCJTC to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for hiring, retaining, and training new law enforcement officers, peer counselors, and behavioral health personnel working in co-response to increase community policing and public safety, and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

Statement of Work.
This contract was won competitively and incorporates by reference the GRANTEE's proposal specifically agreed to perform.

This grant is for the public purpose of providing state funding to local and tribal law enforcement agencies to support officer hiring, retention, and training, as well as broader and public safety efforts. (RCW 43.101.540, ESHB 2015)

The City of Spokane Police Department has been awarded $3,401,648.00, and will use this grant for:
$1,056,230 for recruiting, funding, and retaining personnel for 4 co-response positions, including:

- 1 public safety data engineer,
- 1 public safety data analyst, and
- 2 behavioral health clinicians.

$2,345,418 for co-response through equipment costs, data analytics, and for contracting with Peer Washington for dedicated outreach and co-response.

OUTCOMES AND REPORTING

1. Annual report. Please submit reports with the following outcome measures and accomplishments with quantifiable data.
    1. How did grant impact services?
    2. How did this grant impact your average response times to calls for service by increasing patrol availability during peak demand periods?
    3. How did this grant reduce your reliance on sworn officers for behavioral health-related calls.
    4. How did this grant increase proactive patrol hours and visible law enforcement presence in high-growth and high-activity areas of the community?
    5. How did this grant increase officer participation in community outreach events, meetings, or engagement activities to strengthen relationships with residents?
    6. How did you enhance opportunities for problem-oriented and community policing initiatives made possible by improved staffing levels?
    7. How did this grant reduce repeat crisis system utilization?

    Please submit this report to the cjtchb2015@cjtc.wa.gov email on June 30, 2027.

INVOICING AND DUE DATES
Invoices should be submitted by completing an invoice form (A-19 form).

Attached to each invoice please include supporting documentation. Examples include:

- Invoices/Receipts: Collect copies of all invoices, receipts, or purchase orders for the expenses incurred.
- Proof of Payment: Include canceled checks, bank statements, or payment confirmations.

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- Timesheets/Payroll Records (if applicable): For personnel costs, attach signed timesheets and payroll documentation.
- Grant Contract Reference: Confirm expenses align with the approved budget categories.

The invoice and supporting documentation should be submitted as a PDF to cjtchb2015@cjtc.wa.gov according to the schedule below. The WSCJTC reserves the right to require additional supporting documentation.

You can submit invoices on a monthly, quarterly, or annual basis. Please identify the cadence you are choosing for submitting invoices.

If invoicing monthly please submit materials by the 15th of every month for the month prior.

If invoicing quarterly, please submit materials as detailed below.
1. October 15, 2026 (July, August, & September)
2. January 15, 2027 (October, November, & December)
3. April 15, 2027 (January, February, & March)
4. July 10, 2027, **FINAL** submission (April, May, & June)

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire contract and have the authority to enter this contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Reallocation of Allotted Funds. Subject to the availability of funds and applicable law, funds allocated under this contract may be reallocated as agreed upon and must receive written approval by the WSCJTC Grants Manager. Such reallocations shall be for the purpose of facilitating efficient performance of this Agreement, and shall not increase the total contract maximum, extend the period of performance, or result in a material change to the scope or purpose of this contract. These modifications may be implemented as administrative adjustments, without the need for a formal modification or amendment.

Nondiscrimination.

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

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

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

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract breach involving a termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have

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the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. If applicable the WSCJTC will report the GRANTEE to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the GRANTEE suffers in the course of performing this contract are covered by L&I. The GRANTEE and his/her physician should claim accordingly. If this contract authorizes subcontracting, the GRANTEE shall require L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

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

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

WSCJTC reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by WSCJTC to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

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

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

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

The rights and remedies of WSCJTC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

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

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

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

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

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

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

6. Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and

7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which WSCJTC has or may acquire an interest.

No guarantee of work is made or implied as a result of this contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, and any records related to this contract and the performance under the contract if any, become the property of the WSCJTC, subject to RCW 42.56, the Public Records Act.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this contract.

Indemnity. Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance of the contract.

Governing Law. This contract shall be governed by the laws of the state of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, state of Washington.

Rights in Data. Material created from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA or other legal process.

Recapture. In the event that the Contractor fails to perform this contract in accordance with state or federal laws, and/or the provisions of this contract, WSCJTC reserves the right to recapture funds in an amount to compensate WSCJTC for the noncompliance (which may include all funds disbursed under the contract), in addition to any other remedies available at law or in equity.

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WSCJTC's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this contract. Repayment by the Contractor of funds under this Section shall occur within the time period specified by WSCJTC. In the alternative, WSCJTC may recapture such funds from payments due under this contract.

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

Contractor shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSCJTC, personnel duly authorized by WSCJTC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

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

Reduction in Funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, WSCJTC may terminate the contract under the "Termination" clauses, without the notice requirement. In lieu of termination, the contract may be amended to reflect the new funding limitations and conditions.

Severability. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract 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 contract, and to this end the provisions of this contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/29/2026		
Clerk's File #	ORD C36960		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – EXTRA DUTY		

Agenda Wording

Amending Ordinance No. C36794, Entitled In Part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to increase Spokane Police Department Extra Duty Assignment expenses and corresponding Special Event revenue due to increased demand, and declaring an emergency.

Summary (Background)

Special events and extra duty are coming in higher than budgeted. This is a zero net budget impact.

What impacts would the proposal have on historically excluded communities?

This will have no impact on historically excluded communities.

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

There will not be any data collected related to 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?

Annual review and analysis of staffing costs to establish pricing to vendors.

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 SBO is in alignment with current City policies regarding cost reimbursement and vendor pricing.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,750,000.00
Current Year Cost	$ 1,750,000.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ 1,750,000.00	# 0680-11350-21250-34210-99999
Expense	$ 1,750,000.00	# 0680-11350-21250-5XXXX-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

We will continue to be paid for law enforcement services provided.

Expense Occurrence	Recurring

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

Extra Duty expenses are expected to continue.

Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	WHEELER, CHRISTOPHER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
Kevin Hall khall@spokanepolice.org	Maggie Yates - myates@spokanepolice.org

ORDINANCE NO C36960

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO INCREASE SPOKANE POLICE DEPARTMENT EXTRA DUTY ASSIGNMENT EXPENSES AND CORRESPONDING SPECIAL EVENT REVENUE DUE TO INCREASED DEMAND, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Increase revenue by $1,750,000.
A) Of the increased revenue, $1,750,000 is provided solely for law enforcement services in the Police department for extra duty assignments.

2) Increase appropriation by $1,750,000.
A) Of the increased appropriation, $1,750,000 is provided solely for extra duty and other miscellaneous personnel expenses in the Police department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increased demand for special events in the Spokane Police Department increasing costs for extra duty assignments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/06/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/28/2026

Date Rec'd	9/29/2026		
Clerk's File #	ORD C36961		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN X6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – PSAP TRAINING & QUALITY SPECIALIST &		

Agenda Wording

Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to add one classified position and increase the budget for one-time implementation costs of the Spokane United 911 Network, and declaring an emergency.

Summary (Background)

The Q3 HR range change SBO included the late addition of the Emergency Communications Training & Quality Specialist classification. We didn't have time to submit an SBO to authorize that FTE in the Spokane United 911 Network Fund, so we're doing that in this SBO so they can hire this crucial position as soon as possible. By current projections, the Spokane United 911 Fund has sufficient personnel budget to authorize this FTE without associated dollars. 1510-37400-28200-02760-99999 1.0 FTE (+100 STAT 002 & 003) 0020-88100-99999-31310-99999 $1,000,000 0980-89000-97109-80101-99999 $1,000,000 1510-37400-99999-39710-99999 ($1,000,000) 1510-37400-28200-54201-99999 $1,000,000 5904-79160-18300-54101-59011 ($860,000) 5904-79160-97109-80101-99999 $860,000 1510-37400-99999-39787 -99999 ($860,000) 1510-37400-28200-54201-99999 $860,000 YTD General Fund sales tax revenue has outpaced prior year revenues by 5.98%, something that was not anticipated in the 2026 budget. Year-to-date, we have realized approximately $1.0 million of unbudgeted sales tax revenue. We are budgeting that revenue as the funding source for the General Fund contribution to the Spokane United 911 Network Fund. In the 2026 budget, there is a $500k capital budget for City Hall reconfiguration that only the 4th floor will be using this year. This means there is approximately $860,000 in unencumbered funds that are available for PSAP to assist with its implementation. PSAP invoices will need to be paid quickly once services are rendered.

What impacts would the proposal have on historically excluded communities?

Providing a Public Safety Answering Point (PSAP) for emergencies is a basic necessity for all members of the community. This proposal will ensure we can take calls from these communities and provide them with the same emergency response as everyone else.

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

Data may be collected as part of general PSAP operations, but there will not be data collection pertaining to this position and implementation cost.

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

It is a basic service that we're providing to the City, so it's certainly the right solution. Once the department is operating we'll continue to assess if we need to make adjustments to operational staff.

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 SBO supports a program that is a basic service that must be provided to the citizens. It aligns with the goals of SH 6 (Safety) which appears in Chapter 10 (Social Health) of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,860,000
Current Year Cost	$ 1,860,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ (1,000,000)	# 1510-37400-99999-39710-99999
Expense	$ 1,000,000	# 1510-37400-28200-54201-99999
Expense	$ (860,000)	# 5904-79160-18300-54101-59011
Neutral	$ 860,000	# 5904-79160-97109-80101-99999
Revenue	$ (860,000)	# 1510-37400-99999-39787-99999
Expense	$ 860,000	# 1510-37400-28200-54201-99999

Funding Source One-Time

Funding Source Type Reallocation

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

Reallocation of Facilities capital budget for 4th floor reconfiguration. Also, taxes are funding the $1.0 million.

Expense Occurrence One-Time

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

Implementation costs are one-time. One FTE is being authorized in the Spokane United 911 Network Fund which will be a recurring expense.

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.	MANAGEMENT &	MILLER, JACOB
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

scwilliams@spokanecity.org	jmiller@spokanecity.org

ORDINANCE NO C36961

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADD ONE CLASSIFIED POSITION AND INCREASE THE BUDGET FOR ONE-TIME IMPLEMENTATION COSTS OF THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

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

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

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

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

1) Increase revenue by $1,000,000.
A) Of the increased revenue, $1,000,000 is provided solely for local retail sales and use tax.

2) Increase appropriation by $1,000,000.
A) Of the increased appropriation, $1,000,000 is provided solely for an operating transfer-out to the Spokane United 911 Network Fund.

Section 2. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add 1 classified Emergency Communications Training and Quality Specialist (from 0 to 1).

2) Increase revenue by $1,860,000.
A) Of the increased revenue, $1,000,000 is provided solely from an operating transfer-in from the General Fund.
B) Of the increased revenue, $860,000 is provided solely from an operating transfer-in from the Facilities Capital Fund.

3) Increase appropriation by $1,860,000.
A) Of the increased appropriation, $1,860,000 is provided solely for contractual services.

Section 3. That in the budget of the Facilities Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease appropriation by $860,000.
A) Of the decreased appropriation, $860,000 is removed solely from professional services.

2) Increase appropriation by $860,000.
A) Of the increased appropriation, $860,000 is provided solely for an operating transfer out to the Spokane United 911 Network Fund.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize a new classified position and to increase the budget for one-time implementation costs of the Spokane United 911 Network, funded by unanticipated sales tax revenue and a reallocation of unspent capital budget, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/22/2026

Committee Agenda type: Discussion

Council Meeting Date: 10/14/2026

Date Rec'd	9/15/2026		
Clerk's File #	ORD C36944		
Cross Ref #			
Project #			
Submitting Dept	PURCHASING & CONTRACTS	**Bid #**	
Contact Name/Phone	JASON 232-8841	**Requisition #**	
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE AMENDING SMC 07.06 AS IT RELATES TO CITY CONTRACTS		

Agenda Wording

An ordinance updating SMC 07.06.060, 07.06.260 and 07.06.262 modernizing language and adjusting thresholds for the execution of City contracts.

Summary (Background)

The language contained in the above mentioned SMC sections have not been significantly updated since 2018. This ordinance seeks to correct a few elements in SMC that create administrative challenges, clarify language to enhance compliance and update threshold to reflect changes in expenses levels since 2018.

What impacts would the proposal have on historically excluded communities?

Since the City contracts with various segments of society it is possible that changing the process could affect contract award. The process has been reviewed and it is the opinion of the Director of Purchasing & Contracts that the impact to award will be negligible.

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 City has embarked in efforts to improve data collected in the contracting process to better understand the impact to the above mentioned groups.

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

No data will specifically be generated by this action.

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?

Updating language in SMC will help with clarity in administrative processes. It does not address the other plans noted above.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Does not affect the budget

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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mboston@spokanecity.org	

ORDINANCE NO. 36944

An ordinance related to administrative contracts and their execution; amending sections of Chapter 07.06 Article I and III of the Spokane Municipal Code.

WHEREAS, the City charter directs the execution of contracts in the name of the Mayor under the direction of the city council; and

WHEREAS, the City Council recognizes the benefit of delegating smaller value contracts and contract execution to the administration; and

WHEREAS, this proposed ordinance where appropriate seeks to simplify and update thresholds accordingly as well as update language that provides better clarity for compliance and aligns language to more common used terms;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.060 ((~~"Minor Contract"~~)) Administrative Contract Defined

((~~"Minor contract" means a:~~))

A. An "administrative contract" means a contract that involves a net revenue or expense totaling seventy-five thousand dollars ($75,000) or less, (excluding sales tax and state filing fees). ((~~of thirty-five thousand dollars or less within a twelve-month period, and is of a routine nature, provided that the total expense (excluding sales tax and state filing fees) does not exceed a total of one hundred thousand dollars over the term of the contract (not including renewals); or~~))

B. ((~~housekeeping change or clarification to a contract that does not affect a material term or condition.~~)) Multi-year contracts shall not exceed the threshold identified in subsection A of this section within a twelve (12) month period, calculated from the effective date of the contract.

((~~Effective the first of January of 2002 and the first of January of each year thereafter, the thirty-five-thousand-dollar limit shall be adjusted by an amount equal to one hundred percent of the average of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one hundred thousand dollars.~~))

((~~Effective the first of January of 2006 and the first of January of each year thereafter, the one hundred thousand dollar limit shall be adjusted by an amount equal to one hundred percent of the average of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one thousand dollars.~~))

C. An administrative contract shall not exceed five (5) years/sixty (60) months in duration, including renewals, or extensions.

Section 2. That section 07.06.260 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.260 ((~~Minor Contracts~~)) Administrative Contracts – Execution

A. The City Council hereby directs and authorizes the Mayor, or designee, to execute ((~~minor~~)) contracts that meet the administrative contract definition (SMC 07.06.060) without individual approval of each contract by the City Council.

B. The City Clerk is authorized to attest such signatures.

C. The Mayor, or designee, may, upon ((~~his or her~~)) their own volition, place any specific administrative contract on the Council agenda for individual council authorization as ((~~he or she~~)) they may see fit consistent with City Council rules of procedure.

D. Contracts ((~~which were publicly bid require prior~~)) that are required by statute or policy to be awarded through a formal public solicitation process must receive City Council approval.

((~~E. Each minor contract shall specify the end date, and in no event shall a minor contract have a duration longer than two (2) years.~~))

Section 3. That section 07.06.262 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.262 Change Orders – Contract Amendments

A. For contracts previously approved by City Council, ((~~The~~))the Mayor, or designee, may authorize, by change order or contract amendment, aggregate increases of up to ten percent (10%) of the total contract dollars per contract, not to exceed one hundred thousand dollars ($100,000)((~~, upon verification by the Chief Financial Officer or their designee that funds are available~~)).

B For contracts, at their execution, approved as an administrative contract, the Mayor, or designee, may authorize, by change order or contract amendment increases up to, but not exceeding, the administrative contract threshold established in SMC 07.06.060.

((~~B~~))C Notwithstanding subsection (A) of this section, the City Council hereby directs and authorizes the Mayor to delegate approval/signature authority for change orders where a pre-approved administrative reserve has been established without individual approval of each change order by the City Council.

D All change orders require verification by the Chief Financial Officer, or their designee, that funds are available.

E All percentage and dollar thresholds established in this section shall be calculated exclusive of applicable sales tax.

F Clerical amendments, including but not limited to housekeeping changes or clarifications to a contract that does not affect a material term or condition, may be executed in accordance with administrative policy for contracts.

Section 4. 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 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 09/15/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	9/8/2026
		Clerk's File #	ORD C36943
		Cross Ref #	
Council Meeting Date: 10/07/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	AMANDA BECK X6414	**Requisition #**	
Contact E-Mail	ABECK@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE EXPANDING THE BOUNDARIES OF THE EAST SPRAGUE		

Agenda Wording

An ordinance expanding the boundary of the East Sprague Parking and Business Improvement Area to include additional properties westward along Sprague Avenue to Hatch Street, as authorized by RCW 35.87A.075.

Summary (Background)

Once annually, City Council is authorized by RCW 35.87A to modify the boundaries of a Parking and Business Improvement Area (PBIA) so long as the expansion area doesn't have a projected assessment greater than ten percent of the most recent assessment for the existing area. Following a Resolution of Intent, modification of the PBIA must be adopted by ordinance after a public hearing and notification to effected properties. This Ordinance will modify the boundary of the East Sprague PBIA to add new parcels. The existing PBIA ends at Erie Street and would be expanded westward to Hatch Street, near the University District Pedestrian Bridge. A concurrent amendment of Spokane Municipal Code Section 04.31C.020 is also required to update the codified boundaries of the PBIA. The East Sprague Ratepayer Advisory Board has conducted outreach to the property owners within the expansion area to introduce the support services to be offered by the PBIA. All effected property owners will be provided notice of the proposed expansion and will be given an opportunity to make comments and/or objections at the public meeting on October 21, 2026.

What impacts would the proposal have on historically excluded communities?

Administration and management of the East Sprague PBIA is conducted by the BID Manager, the East Spokane Business Association (ESBA). ESBA is tasked with assisting existing and potential businesses that want to be located with the PBIA, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

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 BID Manager completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves ratepayers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the East Sprague Ratepayer Advisory Board is one avenue through which both the City and ESBA know if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Expansion of the East Sprague Parking and Business Improvement Area has been in discussion with the property owners and businesses in the larger East Central neighborhood adjacent to the PBIA-rea since early 2025. Businesses and property owners located within the University District Public Development Area have indicated an interest in having the PBIA expand to offer coordinated services such as area promotion, event planning, sidewalk snow removal, and more.

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 creation and continuation of the East Sprague PBIA achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution of intent to expand the PBIA boundaries is in response to community input to expand the existing boundary westward. Adding more assessment generating properties without, with minimal increases to service demands, supports economic development focused specifically on the East Sprague area. This is in alignment with the vision and

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments. This expansion should not materially add to city staffing needs.

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?

The East Sprague PBIA is meant to be self-funding through the collection of the special assessments.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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ORDINANCE NO. C36943

An ordinance expanding the boundaries of the East Sprague Parking and Business Improvement Area and amending Section 04.31C.020 of the Spokane Municipal Code.

WHEREAS, RCW 35.87A.075 authorizes City Council to take legislative action to modify the boundaries of the East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Sprague Ratepayer Advisory Board met and voted on August 19, 2026, to recommend a westward expansion of the East Sprague Parking and Business Improvement Area along Sprague Avenue towards Hatch Street; and

WHEREAS, no previous expansion action has been taken by City Council to expand the East Sprague PBIA in 2026, and the proposed expansion area assessment is less than ten percent of the previously approved assessment roll; and

WHEREAS, the City Council approved a Resolution of Intent to modify the East Sprague Parking and Business Improvement Area boundaries on October 7, 2026, and notice of the public hearing was sent to effected property owners with fifteen days notice.

NOW, THEREFORE, the Spokane City Council does ordain:

Section 1. That Section 04.31C.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.31C.020 BID Boundaries

The East Sprague Parking and Business Improvement Area shall be within the following boundaries geographically shown on the map attached as Appendix A ((~~(East Sprague Parking and Business Improvement Area Boundaries)~~)), which is incorporated herein by reference:

- From the intersection of S Smith Street and E 1st Avenue, proceed west along E 1st Avenue to S Perry Street.
- From the intersection of S Perry Street and E 1st Avenue, proceed south along S Perry Street a half block to 1st – Pacific Alley.
- From 1st – Pacific Alley and S Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north ((~~until the railroad~~)) <u>to the intersection of Hamilton Street / I-90 and E Sprague Avenue, proceed west along E Sprague Avenue and then southwest along S Sprague Way to the southeast corner of Parcel 35201.4211 then proceed west following the western boundary of Parcel</u>

35201.4216 then proceed north along the parcel boundary until reaching Parcel 35201.4115.

- From the southeastern corner of Parcel 35201.4115 proceed west, then proceed north to Parcel 35201.0111.
- Proceed west along Parcel 35201.0111 to E 1st Avenue to the intersection of E 1st Avenue and S Hatch Street.
- From the intersection of E 1st Avenue and S Hatch Street proceed north to the southwest corner of Parcel 35174.0583, then north along the parcel boundary to the railroad.
- From the northwestern corner of Parcel 35174.0583 follow the railroad right-of-way to N Hamilton St and then proceed south to S Sprague Avenue.
- From the intersection of N Erie Street and the railroad, proceed northeast along the railroad right-of-way ((~~until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546~~)) to N Madelia Street.
- ~~From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.~~
- ~~From N. Perry St, proceed north along N Perry Street to E Riverside Ave.~~
- ~~From the intersection of E Riverside Ave and N Perry St proceed east along E Riverside Ave to N Helena Street.~~
- ~~From the intersection of N. Helena Street and E Riverside Street proceed north along N Helena until the railroad.~~
- ~~From the intersection N Helena Street and the railroad, proceed northeast along the railroad right of way until N Madelia Street.~~))
- From the intersection of N Madelia Street and E Main Ave., proceed east along E Main Ave until N Crestline Street.
- From the intersection of N Crestline Street and E Main Ave, proceed south along N Crestline Street to E Riverside Ave.
- From the intersection of E Riverside Ave and N Crestline Street, proceed east along E Riverside Ave to S Smith Street.
- From the intersection of S Smith Street and E Riverside Ave., proceed south along S Smith Street to E 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

The above description will hereafter be referred to as the “business improvement district” or “BID.” Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, shall be subject to special assessments as authorized by RCW 35.87A.010.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

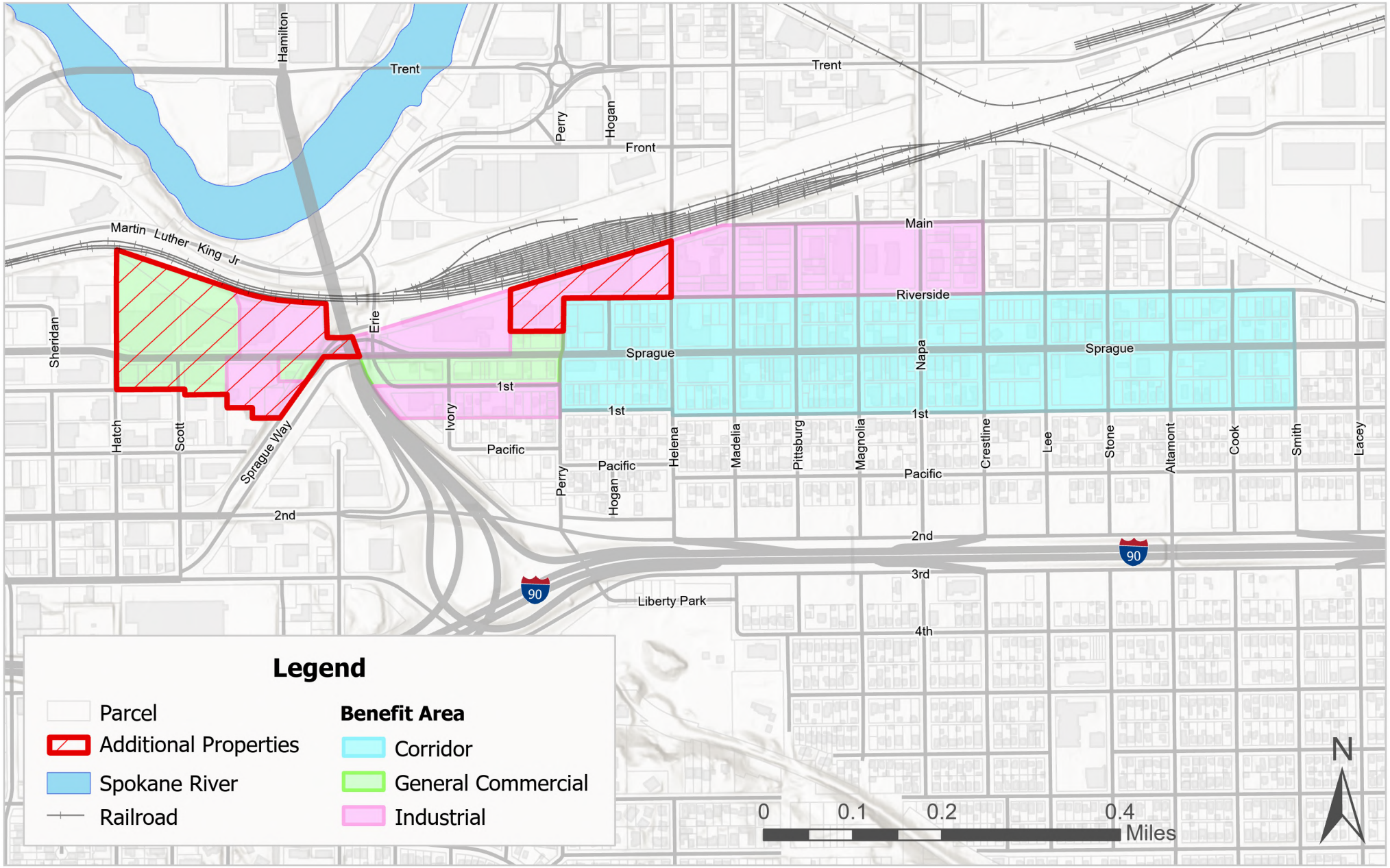
_____
City Attorney

_____
Date

_____
Effective Date

Appendix A

East Sprague Parking and Business Improvement Area Boundaries



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/23/2026

Date Rec'd	8/27/2026
Clerk's File #	ORD C36937
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	PAUL DILLON 625-6254
Contact E-Mail	PDILLON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON KTELIS
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	ORDINANCE RELATED TO CHRONIC NUISANCE PROPERTIES

Agenda Wording

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

Despite laws relating to chronic nuisance properties, some property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane. This ordinance provides enhanced penalties for failure to abate chronic nuisance properties, designed give such property owners additional incentives to address the problems that their property is creating. The ordinance sets an effective date of January 1, 2027 or the date set by Section 19 of the City Charter, whichever is later.

What impacts would the proposal have on historically excluded communities?

To be determined

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?

To be determined.

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

To be determined

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?

Strengthens current laws on chronic nuisance properties.

Council Subcommittee Review

None

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			
Division Director			
Accounting Manager			
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	
pdillon@spokanecity.org	vramos@spokanecity.org

ORDINANCE NO. C36937

An Ordinance of the City of Spokane relating to nuisance properties; amending sections of Chapter 10.68 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, the Spokane City Council has determined property owners in this City have allowed their property to be used for illegal purposes or have otherwise failed to properly maintain their property, and such property has become a chronic nuisance property which has created a significant impact upon the health and safety in the City of Spokane; and

WHEREAS, the City has determined that enhanced penalties will give such property owners additional incentives to address the problems that their property is creating, and that some property owners will never act responsibly unless their property is subject to such penalties and abatement procedures; and

WHEREAS, Chronic nuisance properties create a negative financial impact and strain upon City services by numerous calls for service from various City departments;

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain as follows:

Section 1. That section 10.68.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.020 Definitions

For purposes of this chapter, the following words or phrases shall have the meaning prescribed below:

A. “Abandoned property”, for purposes of defining a chronic nuisance, means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals.

B. “Abate” means to repair, replace, remove, destroy, return to productive use, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.

C. “Abatement agreement” means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all

lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

D. “Chronic nuisance property” means:

1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or
2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times; or
3. any abandoned property where nuisance activity exists.

E. “Control” means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

F. “Drug-related activity” means any unlawful activity ((at)) on a property ((~~which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW~~.)) with evidence of unlawful drug-related activity, including, but not limited to, unlawfully manufacturing, delivering, selling, storing, or giving away (i) any controlled substance as defined in chapter 69.50 RCW, (ii) any legend drug as defined in chapter 69.41 RCW, or (3) any imitation controlled substances as defined in chapter 69.52. Issuance of a valid search warrant on two or more occasions within a 12-month period shall constitute a presumption that drug-related activity is occurring on the property. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.

G. “Landlord” means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord

H. “Nuisance activity” means and includes:

1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:
    a. Litter and Rubbish
    b. Fire Hazard from Vegetation and Debris
    c. Any dangerous animal violations
    d. Fire Code Violations
    e. Alcohol beverage control violations, as defined in RCW 66.44.

f. General Nuisance

i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:

1. interferes with the comfort, solitude, health or safety of others; or
2. offends common sensibilities and senses by way of extreme noise, light or odor; or
3. obstructs or renders hazardous for public passage any public way or place; or
4. pollutes or renders less usable any watercourse or water body.

ii. maintaining or permitting upon any land:

1. refrigerator, freezer or other insulated container within which a child could suffocate;
2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;
3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;
4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;
5. an abandoned or vacant building, structure or part thereof not securely closed to entry;
6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or
7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances kept in such manner as to create a substantial risk of combustion or spread of fire.

2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:

((~~3~~)) a. Stalking

((~~4~~)) b. Harassment

((~~5~~)) c. Failure to disperse

((~~6~~)) d. Disorderly conduct

((~~7~~)) e. Assault including domestic violence assault

((~~8~~)) f. Reckless endangerment

((~~9~~)) g. Prostitution

((~~10~~)) h. Patronizing a prostitute

((~~11~~)) i. Indecent exposure

((~~12~~)) j. Lewd conduct

((~~13~~)) k. Any firearms or dangerous weapons violations

((~~14~~)) l. Noise

((~~15~~)) m. Loitering for the purpose of engaging in drug-related activity

((~~16~~)) n. Drug-related activity.

((~~17~~)) o. Gang-related activity, as defined in: RCW 59.118.030.

((~~18~~)) p. Any crimes of domestic violence.

((~~19~~)) q. .Any violation of any protection order.

((~~20~~)) r. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.

((~~21~~)) s. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault

((~~22~~)) t. Possession of stolen property

((~~23~~)) u. Trafficking in stolen property and/or criminal profiteering

((~~24~~)) v. Theft, trafficking, or unlawful possession of commercial metal property

((~~25~~)) w. Identity theft

((~~26~~)) x. Rendering criminal assistance

((~~27~~)) y. Possession of stolen vehicle

I. “Owner” means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

J. “Person” means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.

K. “Person associated with a property” means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.

L. “Person in charge” of a property means any person in actual or constructive possession or control of a property, including, but not limited to, an owner, occupant, agent or property manager of a property under his control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one-time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.

M. “Premises and property” may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

N. “Rental unit” means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.

Section 2. That section 10.68.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.040 Chronic Nuisance Property – Procedure

A. Chronic Nuisance Notice

1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or his designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

2. The notice shall indicate the following:

    a. the street address or a legal description sufficient for identification of the property;

b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.

d. a demand that the person in charge respond to the chief of police or his designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;

e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or his designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.

3. Such notice shall be either:

a. personally served, or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property; or

c. By posting the notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered.

B. Requirement to Respond

A person in charge who receives notice pursuant to this section must, within ((~~ten~~)) seven days, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

C. Abatement Agreement/Approved Plan to Abate

1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or ((~~his~~)) the chief's designee to abate the nuisance within ((~~fifteen~~)) seven days of the issuance of the chronic nuisance notice.

2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:

a. The name and address of the persons in charge of the property;

b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;

c. A description of the nuisance activities and whether the property is abandoned;

d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Corrective action may include, but is not limited to:

1. Effective tenant screening, leasing and rule enforcement;
2. Implementing physical improvements for crime prevention;
3. Providing security for the property;
4. Evicting persons responsible for the nuisance activity; and
5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.

E. The City of Spokane shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

All corrective action must conform to state and local laws, including but not limited to RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

Section 3. That section 10.68.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.060 Commencement of Abatement Action – Enforcement

A. ((~~The matter~~)) Matters under this Chapter may be referred to the city attorney for review and a determination of whether to initiate legal action.

B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The

failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. If the superior court determines the property to be a chronic nuisance under this chapter the court ((~~may~~)):

1. May impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:
    a. vacation of the premises;
    b. closure and securing of the premises;
    c. removal of litter, rubbish and junk vehicles from the premises;
    d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;
    e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.
2. ((~~impose~~)) Shall award to the City its expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;
3. May impose a fine, civil penalty or award damages;
4. May order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;
5. May order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and
6. May award any other further relief deemed appropriate by the court.

D. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity.
2. The financial condition of the person in charge.
3. Any known mental or physical disabilities of the person in charge.
4. The repeated or continuous nature of the nuisance activity.
5. The statements of the neighbors or those affected by the nuisance activity; and

6. Any other factor deemed relevant by the court.

E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.

F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

I. Interference. Any person who knowingly hinders, delays or obstructs any City employee or other persons acting on direction of the City in the discharge of their official powers or duties in abating a nuisance under this chapter, shall be guilty of a misdemeanor punishable by imprisonment not exceeding ninety (90) days and/or a fine not to exceed one thousand dollars.

Section 4. 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 5. 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.

Section 6. Effective Date. This ordinance shall be effective on that date which is the later of January 1, 2027 or that date set forth under Section 19 of the Spokane City Charter.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date

PURPOSE OF AMENDMENT: This amendment (1) changes the definitions of "abandoned property" and "person in charge," (2) removes the definitions of "person associated with the property" and "rental unit," (3) amends section 10.68.030 to add duties that each person has, (4) moves the interference language from 10.68.060 to 10.68.030, (5) changes the timeline to enter into an abatement agreement in 10.68.040(C)(1) from 7 days to 10 days, (6) adds language to 10.68.040(D) making nuisance activity resulting from a failure to abide by the abatement agreement a civil infraction for each subsequent nuisance activity, (7) amends section 10.68.050 making it a civil infraction for any person in charge to fail to respond to the Chief of Police or their designee within 7 days of service of the chronic nuisance notice as opposed to the current 10 day allowance.

Section 1. That section 10.68.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.020 Definitions

For purposes of this chapter, the following words or phrases shall have the meaning prescribed below:

A. "Abandoned property", for purposes of defining a chronic nuisance, means a property over which the owner or person in charge no longer asserts control for any reason, or is unattended and open and unsecured or subject to occupation by any unauthorized individual, or meets the definition of "abandoned" as defined in SMC 17F.070.030. ((~~means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals~~))

B. "Abate" means to repair, replace, remove, destroy, return to productive use, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable City division or department director or designee determines is necessary in the interest of the general health, safety and welfare of the community.

C. "Abatement agreement" means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

D. "Chronic nuisance property" means:

   1. a property on which nuisance activity is observed on three or more occasions during any sixty-day period or on which nuisance activity is observed on seven or more occasions during any twelve-month period, or

2. a property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times; or
3. any abandoned property where nuisance activity exists.

E. "Control" means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

F. "Drug-related activity" means any unlawful activity ((at))on a property ((~~which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in chapter 69.50 RCW, legend drug as defined in chapter 69.41 RCW, or imitation controlled substances as defined in chapter 69.52 RCW~~.)) with evidence of unlawful drug-related activity, including, but not limited to, unlawfully manufacturing, delivering, selling, storing, possessing, using, or giving away (i) any controlled substance as defined in chapter 69.50 RCW, (ii) any legend drug as defined in chapter 69.41 RCW, or (3) any imitation controlled substances as defined in chapter 69.52. Issuance of a valid search warrant on two or more occasions within a 12-month period shall constitute a presumption that drug-related activity is occurring on the property. Possession of marijuana that is legal under state law shall not result in enforcement action under this ordinance.

G. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord

H. "Nuisance activity" means and includes:

1. Any civil code violation as defined by state law or local ordinance occurring around or near the property, including, but not limited to, the following activities, conditions or behaviors:
    a. Litter and Rubbish
    b. Fire Hazard from Vegetation and Debris
    c. Any dangerous animal violations
    d. Fire Code Violations
    e. Alcohol beverage control violations, as defined in RCW 66.44.
    f. General Nuisance
        i. any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66 RCW or which unreasonably:
            1. interferes with the comfort, solitude, health or safety of others; or

2. offends common sensibilities and senses by way of extreme noise, light or odor; or
3. obstructs or renders hazardous for public passage any public way or place; or
4. pollutes or renders less usable any watercourse or water body.

ii. maintaining or permitting upon any land:

1. refrigerator, freezer or other insulated container within which a child could suffocate;
2. a pit, excavation, swimming pool, well or other uncovered hole into which a person could fall;
3. lumber, metal, plastic, paper, cardboard, or other scrap material deposited in such place and manner as to constitute a hazardous attraction to children;
4. unused or junk vehicle or machinery or parts unless enclosed and secured as required by law for wrecking yards or junk yards;
5. an abandoned or vacant building, structure or part thereof not securely closed to entry;
6. toxic, radioactive, caustic, explosive, malodorous or septic substances, such as putrescent animal, fish or fowl parts, animal or vegetable waste matter, excrement and any material likely to attract or breed flies or rats, unless kept in proper receptacles as provided by the health and refuse laws; or
7. structure, collection of wood, cloth, paper, plastic or glass material, vegetation or flammable substances kept in such manner as to create a substantial risk of combustion or spread of fire.

2. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by State or local ordinance occurring on, around, near or having a nexus to a property, including but not limited to:

((~~3~~)) a. Stalking

((4)) b. Harassment

((~~5~~)) c. Failure to disperse

((~~6~~)) d. Disorderly conduct

((~~7~~)) e. Assault including domestic violence assault

((~~8~~)) f. Reckless endangerment

((~~9~~)) g. Prostitution

((~~10~~)) h. Patronizing a prostitute

((~~11~~)) i. Indecent exposure

((~~12~~)) j. Lewd conduct

((~~13~~)) k. Any firearms or dangerous weapons violations

((~~14~~)) l. Noise

((~~15~~)) m. Loitering for the purpose of engaging in drug-related activity

((~~16~~)) n. Drug-related activity.

((~~17~~)) o. Gang-related activity, as defined in: RCW 59.118.030.

((~~18~~)) p. Any crimes of domestic violence.

((~~19~~)) q. .Any violation of any protection order.

((~~20~~)) r. Warrant arrests, or any instance in which a DOC offender is located at a property while in violation of DOC supervision.

((~~21~~)) s. Reckless Driving, Driving Under the Influence, Vehicular Homicide and Assault

((~~22~~)) t. Possession of stolen property

((~~23~~)) u. Trafficking in stolen property and/or criminal profiteering

((~~24~~)) v. Theft, trafficking, or unlawful possession of commercial metal property

((~~25~~)) w. Identity theft

((~~26~~)) x. Rendering criminal assistance

((~~27~~)) y. Possession of stolen vehicle

I. “Owner” means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this chapter, their ownership interest therein.

J. “Person” means natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, officer or employee of any of them.

((~~K. "Person associated with a property" means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including without limitation, any officer, director, customer, agent, employee or any independent contractor of a property, or a person in charge of or owner of a property.~~))

((~~L~~)) K. "Person in charge" of a property means the property owner and any person in actual or constructive possession or control of a property, including, but not limited to, an ((~~owner,~~)) occupant, agent, tenant, or property manager of a property under ((~~his~~)) their control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one-time multiple persons in charge of a property all of which may be jointly and severally liable under this chapter.

((~~M~~)) L. "Premises and property" may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

((~~N "Rental unit" means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.~~))

Section 2. That section 10.68.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.030 General Nuisance – Responsibility – Penalty

A. Duty. Every person has a duty to:

1. Maintain their property in a lawful manner, free of nuisances;
2. Exercise reasonable diligence to ensure their property remains free of nuisances;
3. Ensure that no other person can cause or contribute to a nuisance on their property;
4. Contribution not a defense. It is not a defense to the enforcement of this chapter that other persons may have caused or contributed to the nuisance(s).
5. Lapse of time. A nuisance does not become legal by lapse of time. The obligations and responsibilities set forth in this section shall run with the land and shall be binding upon, and enforceable against, all current and future owners, occupants, or persons in charge of the property, regardless of any change in ownership or possession. These

obligations shall attach to the property and shall be assumed by any successor in interest, including but not limited to heirs, transferees, grantees, assigns, or any other person or entity acquiring any right, title, or interest in the property.

B. No person in charge may maintain or permit nuisance activity under section 10.68.020.H~~.1(f)~~ of this chapter upon any land or property within the City of Spokane. Any person in charge who maintains or permits nuisance activity under section 10.68.020.H~~.1(f)~~, and fails to respond to the City and/or refuses to permit the City to fully abate the property, commits a misdemeanor.

((~~The procedure for chronic nuisance properties which are set out in SMC 10.68.040 for chronic nuisance properties do not apply to this section.~~))

C. Any person who knowingly hinders, delays or obstructs any City employee or other persons acting on direction of the City in the discharge of their official powers or duties in abating a nuisance under this chapter, shall be guilty of a misdemeanor.

Section 3. That section 10.68.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.040 Chronic Nuisance Property – Procedure

A. Chronic Nuisance Notice

1. When documentation confirms a chronic nuisance property, as defined by subsection II of this section, the chief of police, or ((~~his~~))their designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.
2. The notice shall indicate the following:
    a. the street address or a legal description sufficient for identification of the property;
    b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;
    c. a warning that the person in charge of the property may be subject to penalties as set forth in this chapter.
    d. a demand that the person in charge respond to the chief of police or ((~~his~~))their designee within ten days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;
    e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of the chief of police, or ((~~his~~))their designee, the City may file an action to abate the property as a chronic nuisance property pursuant to this chapter and/or take other action against the property or person in charge.

3. Such notice shall be either:

a. personally served, or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Spokane County auditor, if different than the person in charge of the property; or

c. By posting the notice of Violation and Abatement in a prominent location on the premises in a conspicuous manner which is reasonably likely to be discovered.

B. Requirement to Respond

A person in charge who receives notice pursuant to this section must, within ((~~ten~~))seven days, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

C. Abatement Agreement/Approved Plan to Abate

1. The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by the chief of police or ((~~his~~))their designee to abate the nuisance within ((~~fifteen~~))ten (10) days of the issuance of the chronic nuisance notice.

2. The abatement agreement, or approved plan to abate, shall be signed by the person in charge and shall include the following:

a. The name and address of the persons in charge of the property;

b. The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;

c. A description of the nuisance activities and whether the property is abandoned;

d. The necessary corrective action to be taken, and a specific date or time by which correction must be completed.

D. Corrective Action

Once the person in charge has entered into an abatement agreement or otherwise

produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Nuisance activity resulting from a failure to abide by the abatement agreement or approved plan is a civil infraction for each subsequent nuisance activity. Corrective action may include, but is not limited to:

1. Effective tenant screening, leasing and rule enforcement;
2. Implementing physical improvements for crime prevention;
3. Providing security for the property;
4. Evicting persons responsible for the nuisance activity; and
5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.

E. The City of Spokane shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

All corrective action must conform to state and local laws, including but not limited to RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

Section 4. That section 10.68.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.050 Penalties

A. Failure to Respond

It is a civil infraction for any person in charge to fail to respond to the Chief of Police or their designee within ((~~ten (10)~~)seven (7) days of service of the chronic nuisance notice.

B. Failure to Enter Agreement or Produce an Approved Plan to Abate

It is a civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within fifteen (15) days of the issuance of the chronic nuisance notice.

C. Failure to Abate Nuisance

After the issuance of the chronic nuisance notice, and after the time to enter into an abatement agreement or otherwise produce an approved plan has passed, every subsequent nuisance activity is a civil infraction.

The penalties and remedies of this chapter are not exclusive and do not affect any

other enforcement actions taken by the City under this chapter, or any other section of the municipal code or law or enforcement actions taken by a different jurisdiction

Section 5. That section 10.68.060 of the Spokane Municipal Code is amended to read as follows:

Section 10.68.060 Commencement of Abatement Action – Enforcement

A. ((~~The matter~~)) Matters under this Chapter may be referred to the city attorney for review and a determination of whether to initiate legal action.

B. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. Police reports, official city reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. If the superior court determines the property to be a chronic nuisance under this chapter the court ((~~may~~)):

1. May impose a warrant of abatement ordering the complainant to take all necessary steps to abate, deter and prevent the resumption of such nuisance; which may include but is not limited to, the immediate:
    a. vacation of the premises;
    b. closure and securing of the premises;
    c. removal of litter, rubbish and junk vehicles from the premises;
    d. safety inspection by Code Enforcement, Building Official, Fire Marshal, or any other government agency;
    e. removal of personal property subject to seizure and forfeiture pursuant to RCW 69.50.505. or RCW 10.105.010.
2. ((~~impose~~)) Shall award to the City its expenses of abating, or attempting to abate, the nuisance on the property and/or the person in charge;
3. May impose a fine, civil penalty or award damages;
4. May order the property into receivership in accordance with RCW 7.60 and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;

5. May order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and
6. May award any other further relief deemed appropriate by the court.

D. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity.
2. The financial condition of the person in charge.
3. Any known mental or physical disabilities of the person in charge.
4. The repeated or continuous nature of the nuisance activity.
5. The statements of the neighbors or those affected by the nuisance activity; and
6. Any other factor deemed relevant by the court.

E. Any fine, civil penalty and/or expense awarded to the City may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. Expenses shall be submitted to the court for review and may be collected on execution.

F. The City shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

G. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

H. Spokane municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter.

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

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

Section 8. Effective Date. This ordinance shall be effective on that date which is the

later of January 1, 2027 or that date set forth under Section 19 of the Spokane City Charter.

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:		**Date Rec'd**	6/4/2026
Committee: Urban Experience **Date:** 07/21/2026		**Clerk's File #**	ORD C36893
Committee Agenda type: Consent		**Cross Ref #**	RES 2026-0050
Council Meeting Date: 08/26/2026		**Project #**	
Submitting Dept	DEVELOPMENT SERVICES	**Bid #**	
Contact Name/Phone	ELDON BROWN 625-6305	**Requisition #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ORDINANCE FOR VACATING REBECCA STREET BETWEEN OLIVE AND ALKI		

Agenda Wording

First reading of ordinance vacating Rebecca St. between Olive Ave & Alki Ave

Summary (Background)

Property owners adjacent to the Rebecca Street right-of-way have petitioned City Council for a vacation. The existing ROW is unimproved and is a dead end into the site due to a retaining wall and RR tracks to the north. The property owners wish to vacate in order to accommodate fencing in the site to help control access in and out of their properties.

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

8/26/2026

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

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	
	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: August 27, 2026

Clerk's File No.
ORD C36893

TO: Eldon Brown
Engineering Services

FROM: Giacobbe Byrd, City Clerk

RE: Vacation of Rebecca Street between Olive Avenue and Alki Avenue

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Attached is a copy of Ordinance C36893 for the vacation of:

> Ordinance C-36893 Vacating Rebecca Street between Olive Avenue and Alki Avenue and located within the Southeast Quarter of Section 15, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

This ordinance was read for the first time on August 26, 2026, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Giacobbe Byrd
City Clerk

9/27/2026
Date

Precedent conditions have been met and Ordinance C36893 is hereby returned for Final Reading.

Eldon Brown
Principal Engineer – Developer Services

Dated: 10/7/26

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

ORDINANCE NO. C36893

An ordinance vacating Rebecca Street between Olive Avenue and Alki Avenue.

WHEREAS, a petition for the vacation of Rebecca Street between Olive Avenue and Alki Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Rebecca Street between Olive Avenue and Alki Avenue and located within the Southeast Quarter of Section 15, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the south 170 feet for the utility services of Lumen and Comcast to protect existing and future utilities.

Section 3. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rebecca Street by operation of law many years ago.

Section 4. An easement is reserved and retained over and through the entire vacation area for the utility services of Avista Utilities to protect existing and future utilities.

PASSED by the City Council on _____

_____

Council President

As amended on 8-18-26

Attest:

_____

City Clerk

_____

Mayor

Approved as to form:

_____

City Attorney

_____

Date

_____

Effective Date

As amended on 8-18-26



CITY OF SPOKANE

Right-of-way Description:
Rebecca Street betwen Olive Ave and Alki Ave

Legend

Proposed Vacation

Printed by: edjohnson Print date: 5/5/2026

Date April 8, 2026

I hereby make application for the vacation of N. Rebecca Street

from the north side E. Olive Ave. to the existing dead-end south of E. Alki Ave.

The reasons for the vacation are: Increased, secure storage for Property Owner 1

Public benefits to be derived from the vacation are: The road does not serve a public purpose. It is not maintained for public use and does not function as a through street.

Property Owner 1

Parcel Number 35154.1401

Proponent's (Record Owner's) Signature

Print Name Don Williams

Email don@mcturk.net Phone Number 509-535-7641

Office Use Lot Block Addition

Property Owner 2

Parcel Number 35154.1301

Proponent's (Record Owner's) Signature

Print Name Phil Lanzone

Email phil@spokanecold.com Phone Number

Office Use Lot Block Addition

Property Owner 3

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Office Use Lot Block Addition

Property Owner 4

Parcel Number

Proponent's (Record Owner's) Signature

Print Name

Email Phone Number

Return completed application to:
City of Spokane, Development Services Center, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343

McClintock & Turk, Inc.

MECHANICAL CONTRACTORS & DESIGN BUILD

P.O. Box 3243 – 516 N. Sycamore – Spokane, WA 99220
MC-CL-IT*370NO – Public Works #11709-AAA-3
(509) 535-7641 – Fax (509) 535-8812
www.mcturk.net – don@mcturk.net

Date : April 8, 2026

Re : Vacation of Rebecca Road

The subject right-of-way is an abandoned and unimproved roadway segment located between two adjacent commercially zoned properties. The area is not maintained for public use and does not function as a through street or provide meaningful connectivity within the surrounding transportation network. There is no evidence of regular vehicular traffic, and the roadway does not serve a current public purpose.

The adjoining property owners have mutually agreed to vacate the unused right-of-way. The owner of the adjacent parcel (Property Owner 2) has voluntarily consented to transfer their interest in the vacated area to Property Owner 1 through a signed agreement. As part of this arrangement, Property Owner 2 will retain an easement for access to ensure continued functionality and reasonable use of their property.

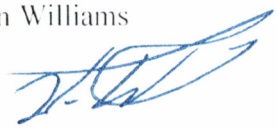
Property Owner 1 intends to incorporate the vacated area into their existing commercial site and utilize it for secure storage of job trailers and related equipment. This use is consistent with the surrounding commercial zoning and will enhance site organization and security. The proposed vacation will not adversely impact access, circulation, or utility services, as no public access is currently provided or relied upon.

Vacating this right-of-way will eliminate an unnecessary public maintenance obligation while allowing for productive private use of the land. Given the lack of public benefit, the mutual agreement between property owners, and the provision of an access easement, the proposed vacation is reasonable, justified, and in alignment with the best interests of the City.

Respectfully Submitted,

McClintock & Turk, Inc.

Don Williams



President

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
6/1/2026

LOCATION: Rebecca between Alki Ave and Olive Ave

PROPONENT: McClintock & Turk, Inc

PURPOSE: Road is blocked by RR on north and isn't a through street. Property owners would like to fence and utilize the area.

HEARING: August 26, 2026

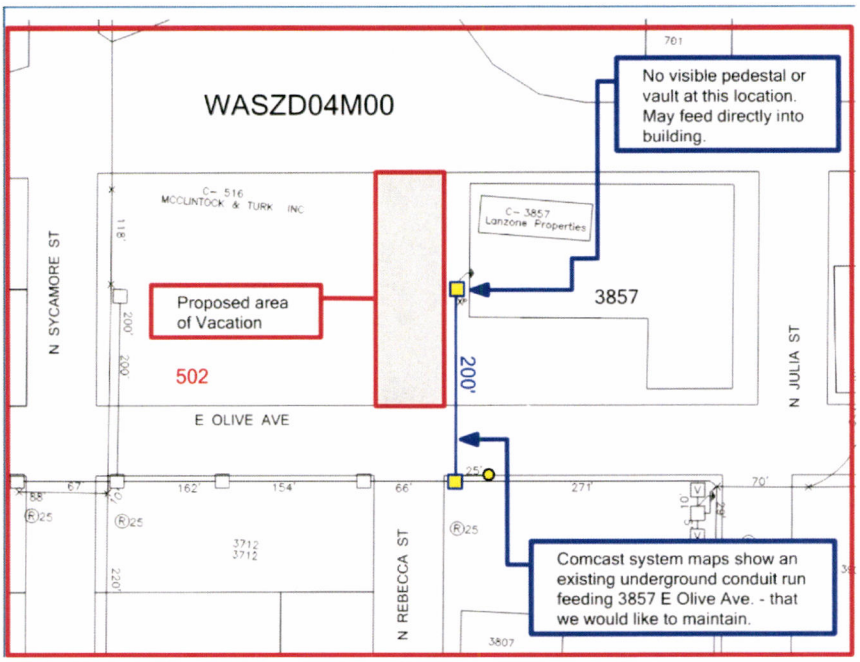
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – It appears that we do have some utilities within the stretch of RW. An easement covering the south 170' should be sufficient to cover our existing facilities.

COMCAST – Comcast is not impacted by this project

Comments 2 - I fielded this location and didn't see anything visible (of Comcast's) located in the proposed vacation area.
However, our internal system maps show that we have an existing 200' underground conduit that may feed through the proposed vacation (to serve 3857 E Olive Ave).
Comcast would like to retain access to this buried conduit for maintenance purposes, but we have no opposition to the area being fenced, secured, or vacated.
It would be greatly appreciated if you could reserve an easement for our facilities in the vacation ordinance.



EXTENET – No comments

FATBEAM FIBER – No comments

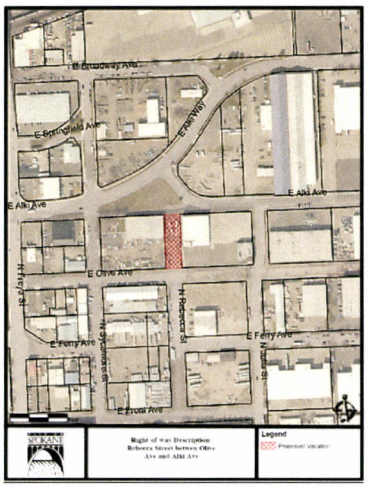
INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No known LSN facilities found in the area or at this location.

LUMEN – CenturyLink of Nevada, LLC ("CenturyLink") has reviewed the request for the subject vacation and has determined that in order to protect its facilities CenturyLink must reserve its rights. Please save and except an easement to CenturyLink over the following area/s:
A portion of Public Right-of-way, as further described and/or depicted on the Attached Exhibit A, said exhibit A" attached hereto and incorporated by this reference.

Exhibit A



PORT OF WHITMAN – No comments

TDS TELECOM – TDS doesn't have existing or proposed infrastructure in this area so have no issue with the vacation.

VERIZON/MCI Metro - No comments

PHILLIPS 66 PIEPLINE – Phillips 66 does not have any utilities within the project vicinity.

UNION PACIFIC RAILWAY – Comments received stating, *"No Comments."*

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING – There do not appear to be an addresses of the proposed vacation area. Addressing has no concerns.

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No concerns

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - Fire Dept. apparatus access onto the proposed vacated portion of Rebecca Street is required for compliant access around both of the adjacent buildings. If fencing is installed, a minimum 14' wide gate would be required, and shall be inset a minimum of 48' from the street (SMC 17F.080.030.C.4.b).

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT – The Street Department has no comment at this time.

WASTEWATER MANAGEMENT – WWM has no assets in the area. Therefore, provided onsite runoff is treated and maintained on site, we have no objections to the vacation.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Lumen, Avista Utilities, and Comcast shall be retained over the south 170 feet of the vacation area to protect existing and future utilities.

2. If fencing is installed, it shall be set back a minimum of 48' from the street and have a gate 14' wide or larger that Fire can access.

3. The existing water meter serving the building with the address of 3857 E Olive Ave, will need to be moved to the north line of Olive Ave.

4. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rebecca St. by operation of law many years ago as recommended by City Staff.

Eldon Brown, P.E.
Principal Engineer – Developer Services