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 September 8, 2026, 11:00 a.m.:
1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on September 9, 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, September 4, 2026, and ending at 6:00 p.m. on Wednesday, September 9, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on September 7, 2026. You must sign up by 6:00 p.m. on Wednesday, September 9, 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

September 8, 2026, Agenda Review

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/.

AGENDA REVIEW SESSION

(11:00 a.m. Tuesday, September 08, 2026)
(Council Chambers Lower Level of City Hall) (No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

AGENDA REVIEW (Staff or Council Member briefings and discussion)

CONSIDERATION OF DEFERRALS OR AMENDMENTS OF ITEMS ON COUNCIL AGENDA

APPROVAL BY MOTION OF AGENDA

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, September 09, 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.

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 2026-0065** Accepting U.S. Department of Housing and Urban Development Continuum of Care and Youth Homelessness Demonstration Grant Funds and Authorization Administration of the Awards (Council Sponsors: Council Members Zappone and Telis) Jon Klapp

A. Ordinances (Proposed)

1. **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) Paul Dillon

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)

1. **OPR 2026-0761** Purchase from MES Service Company LLC, (Spokane) of new structural and wildland firefighting hose to replace older hose reaching its end of service life. - $264,407.76 including sales tax. (Council Sponsors: Council Members Telis and Cathcart) Kyle Chase

2. **OPR 2026-0762** Purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) - $1,475,130 including commissioning and applicable sales tax (Council Sponsors: Council Members Telis and Cathcart) Rick Giddings

3. **OPR 2026-0763** Acceptance of a mid-year grant award from the Smith Barbieri Progressive Fund in the amount of $10,000. (Council Sponsors: Council Members Telis and Cathcart) Sarah Thompson

4. **OPR 2026-0764** Purchase from Aardvark Tactical (La Verne, CA) of life-saving equipment for officers working in high-risk environments, including ballistic vests for Spokane Police Hostage Negotiations Team, and Special Investigations Unit utilizing GSA contract #GS-07F-141DA. – 105,532.44 including applicable taxes. (Council Sponsors: Council Members Telis and Cathcart) Dave Singley

5. **OPR 2026-0765** Acceptance of $209,679 grant award from Washington Traffic Safety Commission titled 2027-FG-6031 Spokane Police Department Outreach and Training Program. (Council Sponsors: Council Members Telis and Cathcart) Dave Singley

6. **OPR 2026-0766** WSCJTC interlocal agreement to pay City of Spokane the total amount of money for the Spokane Academy Expansion project is a maximum amount not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND dollars ($1.15 million). (Council Sponsors: Council Members Telis and Cathcart) Jacqui MacConnell

7. **OPR 2026-0767** Acceptance of $200,000 FY 2027 Domestic Violence High Risk Team Program Grant through Washington State Department of Commerce.

Renewable through 2030. (Council Sponsors: Council Members Telis and Cathcart) Jake Jensen

8. **OPR 2026-0768** Approval of a contract amendment with Tablet Command, Inc. (Walnut Creek, CA) for the addition of two-way Computer-Aided Dispatch (CAD) integration, associated software licenses, implementation and training services, and renewal of Tablet Command software and services for a three-year term from January 1, 2027 through December 31, 2029, in a total amount not to exceed $260,634. (Council Sponsors: Council Members Telis and Cathcart) Mike Forbes

9. **OPR 2026-0769** Grant acceptance of $186,312 through the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (Council Sponsors: Council Members Telis and Cathcart) Jake Jensen

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

Urban Experience Committee (UE) (Pending)

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 C36931** 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 spend a mid-year Smith-Barbieri Progressive Fund grant award, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Sarah Thompson

2. **ORD C36932** Amending Ordinance No. C36794, entitled in part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City Of Spokane", and amending it to account for increased cost and revenue for Basic Law Enforcement Academies

(BLEA) for 2026, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Jacqui MacConnell

3. **ORD C36933** 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 Department of Commerce for fiscal year 2027 Domestic Violence High Risk Team Grant Program, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Jake Jensen

4. **ORD C36934** 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 Department of Justice for the jointly applied fiscal year 2025 JAG Grant Program with Spokane County, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Jake Jensen

5. **ORD C36935** 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 Traffic Safety Commission for outreach and training for Spokane Police Officers, and declaring an emergency. (Council Sponsors: Council Members Telis and Cathcart) Dave Singley

6. **ORD C36936** Amending Ordinance No. C36794, Entitled in Part, "An Ordinance Adopting a Mid-Biennial Modification Budget for the City of Spokane", and amending it to transfer Police Dispatch positions to the Spokane United 911 Network, and declaring an emergency. (Council Sponsors: Council Members Dixit and Zappone) Stephen C. Williams

E. Resolutions (Pending)

F. Ordinances (Pending)

1. **ORD C36921** Modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (As amended on 09-01-26) 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)

1. Plan Commission (CPR 1981-0295) – One Appointment
    - Lauren Pangborn

2. Human Rights Commission (CPR 1991-0068) – One Appointment
    - Lydea Maynard (Youth Member)

B. Reports, Contracts and Claims (Final)

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

1. **OPR 2026-0735** Agreement with the YWCA (Spokane) to assist in funding one full-time domestic violence advocate for $68,541.49 annually, from January 1, 2027, through December 31, 2028, for a total amount not to exceed $137,082.98. (Council Sponsors: Council President Wilkerson and Council Member Dillon) (Note: This item appeared on the 08-25-26 Finance & Administration Committee agenda)

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

2. **OPR 2022-0617** Value Blanket renewal 4 of 4 of with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets from 10/4/2026-10/3/2027 at a cost not to exceed $932,000. (ITB 5693-22) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) (Note: This item appeared on the 06-22-26 Finance & Administration Committee agenda and was inadvertently removed as a duplicate item on the 07-22-26 City Council Legislative agenda. This item is being added back to the agenda for Council consideration)

3. **OPR 2026-0652** Contract with Black and Veatch Corporation (Overland Park, KS) to provide on-call mechanical and structural engineering support at the Upriver Dam. From July 1, 2026, through June 30, 2028. Contract will be eligible for a 1-year extension upon mutual agreement - $300,000 (plus applicable taxes). (RFQ 6539-26) (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) (Note: this item originally appeared on the 7-14-26 PIES committee agenda and was approved by Council on 7-29-26 without the contract attached. A version of the contract with the incorrect dollar amount was approved by City Council on 8-26-26. This agenda item includes the corrected version of the contract for Council consideration)

4. **OPR 2026-0251** Contract Amendment with WM Winkler Company, (Newman Lake, WA) to increase funds for the North Hillyard Sidewalk project from March 31, 2026, through October 31, 2026 – Additional amount not to exceed $70,000 plus applicable tax. (ENG 2024065) (Council Sponsor: Council President Wilkerson) (Note: This item appeared on the 08-25-26 Finance & Administration Committee agenda)

Urban Experience Committee (UE) (Final)

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

5. **OPR 2024-0277** Extension of the current Value Blanket with CompuNet (Grangeville, Idaho) through September 30, 2028, for Cisco network and other equipment replacement and continued operation support including license subscriptions to meet contractual obligations. Requesting $2,800,000 annually to cover current and anticipated purchases. All purchases will use WA DES Contract # 05819/NASPO # AR3227 (A Replacement WA DES contract is in process, and a new number will be provided when available) and/or Omnia Contract # R250302, which offer pricing advantages for government entities. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

6. **OPR 2025-0551** Contract with Systems & Software for Annual Support and Maintenance of enQuesta, City's Utility Billing Management System. Contract term is November 1, 2026 through October 31, 2027. Contract amount is $240,090.93 plus applicable sales taxes. (RFP 4480-18) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

7. **OPR 2026-0736** Contract with Leone & Keeble, Inc (Spokane) for construction, supplies and organization of the Water Department Main Office Renovation Phase 2 from October 15, 2026 to December 15, 2027 - total not to exceed $4,370,546.00 plus tax. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)

8. **OPR 2026-0737** Purchase from Mercedes Benz of Spokane (Liberty Lake, WA) of 1 Mercedes Sprinter Van for the Water Department - $76,535.15 including sales tax. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

9. **OPR 2026-0738** Purchase from National Auto Fleet Group, (Watsonville, CA) of 1 2027 Ford F450 Chassis equipped with Fuel Truck Body for the Water Department - $124,399.30 including sales tax. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

10. **OPR 2026-0739** Purchase from National Auto Fleet Group (Watsonville, CA) of (2) 2027 Ford F750 chassis equipped with Knapheide Service Bodies for $413,694.26 not including sales tax for the Water Department. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

11. **OPR 2026-0740** Purchase from Solid Waste Systems Inc (SWS Equipment LLC), (Spokane) of one Sewer Equipment 900 Eco Catch Basin Truck for the Wastewater

Maintenance Department. - $606,809.07 including sales tax. (City Council Sponsors: Council President Wilkerson and Council Member Dillon)

12. **OPR 2021-0722** Contract Amendment with Summit Law Group, (Seattle, WA) re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $265,000 for a contract total of $1,150,000.00. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

13. **OPR 2025-0693** Contract amendment with Christopher Kerley, Evans, Craven & Lackie, (Spokane) re Kershawn Grigsby, et al., v. City of Spokane Police Department, et. al. This amendment will increase contract by $50,000 for a contract total of $100,000. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

14. **OPR 2023-1095** Contract Renewal 3 of 4 with Clean Energy Corp, (Newport Beach, CA) for the repair and maintenance of Solid Waste Collection CNG fueling site. From October 1, 2026, through September 30, 2027 – not to exceed $250,000 plus applicable tax. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Report of the Mayor of Pending:

15. Pending claims & payments of previously approved obligations through: 08/28/2026. Total $7,762,532.87 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $6,817,781.34. (CPR 2026-0002)

16. Pending payroll claims of previously approved obligations through: August 29, 2026. Payroll check #581642 through check #581779 - $10,320,899.31. (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 C36928** An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections _____and _____of the Spokane Municipal Code, declaring an emergency. (Council Sponsors: Council Members Dillon, Dixit, and Klitzke.

   Wilkerson proposed amendment to Ordinance C36928 filed September 1, 2026, and included in agenda packet under C36928 for public comment.

   Dillon proposed amendment to Ordinance C36928 filed August 31, 2026, and included in agenda packet under C36928 for public comment.

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 C36929** 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 wildfire relief donations in the H.O.M.E. Starts Here account and provide financial assistance to individuals and families impacted by the Spokane Complex Fires, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

2. **ORD C36930** 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 budget to account for increased claims experience for Risk Management, Workers' Compensation, and Employee Benefits, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

E. Resolutions (Final)

1. **RES 2026-0064** setting forth the City Council's approval of investments from the Opioid Response Fund for culturally responsive treatment services; authorizing execution of related contracts without further City Council review and action. (Council Sponsors: Council Members Telis and Zappone)

F. Ordinances (Final)

1. **ORD C36925** relating to micro housing and sewer utility rate; enacting a new section 13.03.1129 to chapter 13 of the Spokane Municipal Code (SMC) and setting an effective date. (Council Sponsors: Council Members Klitzke and Zappone.)

2. **ORD C36926** relating to Utilities, Franchise Taxes; amending Municipal Code section 08.10.040 to chapter 08.10 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Klitzke and Zappone.)

3. **ORD C36927** establishing a Temporary Commercial Activation process to support economic development, expand small-business opportunities, and activate vacant and underutilized commercial spaces, and adopting a new section 17F.040.210 to chapter 17F.040 of the Spokane Municipal Code. (Council Sponsors: Council Members Dixit and Zappone)

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 September 09, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for September 15, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for September 16, 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: 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 #	RES 2026-0065
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HOMELESS SERVICES		
Contact Name/Phone	JON KLAPP 509-625-6036		
Contact E-Mail	JKLAPP@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	FY2025 CONTINUUM OF CARE FUNDS RESOLUTION		

Agenda Wording

The Spokane Regional Continuum of Care receives an annual HUD award for the CoC Grant. This Resolution allows for the acceptance and ongoing administration for the Fiscal Year 2025 grant cycle, which runs from 8/1/2026-7/31/2027.

Summary (Background)

The Spokane Regional Continuum of Care receives an annual HUD award for the CoC Grant. This Resolution allows for the acceptance and ongoing administration for the Fiscal Year 2025 grant cycle, which runs from 8/1/2026-7/31/2027.

What impacts would the proposal have on historically excluded communities?

The Spokane Regional Continuum of Care is focused on serving those experiencing homelessness, a demographic within our community that sees significant exclusion.

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 for Continuum of Care projects is collected via the Homeless Management Information System (HMIS) and is reported on publicly, both monthly and quarterly.

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

HMIS data relating to program accomplishments is utilized along with other performance measurements such as financial utilization and reporting timeliness/accuracy to continuously evaluate the effectiveness of projects.

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 of Spokane has a standing seat on the Spokane Regional Continuum of Care, and contributes it's regional priorities into the directional development of the CoC's 5 Year Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 7,283,774
Current Year Cost	$ 7,283,774
Subsequent Year(s) Cost	$

Narrative

This grant award, received from HUD, covers City costs relating to the administration of the Continuum of Care projects, as well as the projects' costs themselves.

Amount		Budget Account
Revenue	$ 7,283,774	# 1541-95575-99999-33114-99999
Expense	$ 7,283,774	# 1541-95575-65410-5XXXX-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	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	jklapp@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026 – 0065

A resolution accepting U.S. Department of Housing and Urban Development Continuum of Care and Youth Homelessness Demonstration Grant Funds and Authorization Administration of the Awards.

WHEREAS, the City of Spokane participates in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program pursuant to the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301 et seq., and implementing regulations at 24 C.F.R Part 578; and

WHEREAS, the Spokane Regional Continuum of Care Board has designated the City of Spokane as its Collaborative Applicant to perform the duties and responsibilities assigned to the Collaborative Applicant under HUD CoC Program requirements; and

WHEREAS, the Spokane Regional Continuum of Care and the City of Spokane have entered into a Memorandum of Understanding (MOU) documenting their respective duties and responsibilities, under which the City serves as the designated Collaborative Applicant and, as a HUD-approved Unified Funding Agency (UFA), applies for, received, administers, and distributes CoC Program funding, while the CoC Board retains the funding approval and governance responsibilities assigned to it under the MOU and applicable CoC governance requirements; and

WHEREAS, HUD has designated the City of Spokane as the Unified Funding Agency for the Spokane Continuum of Care, under which the City serves as the federal recipient and administrator of the consolidated FY 2025 Continuum of Care Program award; and

WHEREAS, HUD has awarded the City of Spokane $5,808,164 under Federal Identification Number WA9999U0T022506 for CoC Program activities for the performance and budget period of August 1, 2026-July 31, 2027; and

WHEREAS, HUD has separately awarded the City of Spokane $1,475,610 under Federal Award Identification Number WA9998U0T022503 for Youth Homelessness Demonstration Program (YHDP) renewal or replacement projects for the performance and budget period of August 1, 2026, through July 31, 2027; and

WHEREAS, the combined federal funding awarded to the City under these agreements totals $7,283,774; and

WHEREAS, the federal award agreements require the City, as Recipient, to administer the awards in compliance with applicable HUD requirements, 24 C.F.R. Part

578, 2 C.F.R. Part 200, the terms and conditions of federal wards, and applicable requirements governing agreements with subrecipients; and

WHEREAS, effective administration of the Continuum of Care and YHDP awards requires the ability to enter into and administer subrecipient agreements and to make administrative, budgetary, programmatic, and project changes permitted by HUD in response to project performance, expenditure rates, compliance, changing community needs, and CoC funding decisions; and

WHEREAS, the City Council desires to authorize the City's HHS Department to administer these federal awards in accordance with the City's roles as Collaborative Applicant, UFA, and Recipient, as applicable, while preserving the respective governance and decision-making responsibilities of the Spokane Regional Continuum of Care under the MOU and applicable HUD requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that:

Section 1. Acceptance of Federal Awards

The City Council hereby accepts HUD Continuum of Care Program award WA9999U0T022506 in the amount of $5,808,164 and HUD Youth Homelessness Demonstration Program award WA9998U0T022503 in the amount of $1,475,610, for a combined amount of $7,283,774, together with any additional funds subsequently made available by HUD under or in connection with these awards, subject to applicable City appropriation requirements.

Section 2. Execution of Federal Award Agreements

The Mayor, City Administrator, or their authorized designee is authorized to execute the HUD Federal Award Agreements and all certifications, assurances, amendments, extensions, renewals, technical corrections, and other documents necessary or appropriate to accept and administer the awards, provided such actions are consistent with applicable federal law and do not require additional appropriation by the City Council.

Section 3. Collaborative Applicant, Unified Funding Agency, and Subrecipient Administration

The City of Spokane has been designated by the Spokane Regional CoC Board, and approved by HUD, as applicable, to serve as the CoC's Collaborative Applicant and Unified Funding Agency. In those capacities, the City applies for, receives, administers,

and distributes federal CoC Program funds in accordance with HUD requirements and the fully executed MOU between the CoC and City.

HHS is authorized to carry out the City's administrative responsibilities as Collaborative Applicant, UFA, and federal grant recipient, as applicable, consistent with the MOU, the applicable federal award agreements, 24 C.F.R Part 578, 2 C.F.R Part 200, the CoC Governance Charter, and other fully adopted CoC policies and procedures and applicable federal, state, and local requirements.

Section 4. Administrative and Funding Adjustments

Subject to the terms of the federal awards, applicable HUD requirements, the MOU, and the Five-Year Plan to Prevent and End Homelessness, duly adopted CoC governance policies and procedures, availability of appropriated funds, and any approval required from the HUD or the CoC, HHS is authorized to:

1. Modify project and subrecipient budgets;
2. Transfer or shift funds among eligible budget line items, activities, projects, or subrecipients;
3. Reduce, recapture, reallocate, or redistribute funds based upon expenditure rates, project performance, compliance, project capacity, changing community needs, or other factors relevant to effective administration of the awards;
4. Terminate or reduce funding to a subrecipient or project for nonperformance, noncompliance, inability to expend funds timely, or other documented programmatic or fiscal reasons;
5. Allocate recaptured or otherwise available funds to eligible projects or activities; and
6. Request, execute, or implement grant or project amendments and other changes permitted or approved by HUD.

Where a funding action constitutes a request for funding or other action requiring CoC Board approval under the MOU or applicable CoC governance requirements, HHS shall obtain the required approval from the Board before implementing the action.

Actions authorized under this Section shall not increase the total amount appropriated by the City Council for the applicable federal awards.

Section 5. Continuum of Care Governance

Nothing in this Resolution, or in the City's roles as Collaborative Applicant, UFA, or federal Recipient, shall be construed to transfer to the City Council or HHS any governance, funding-approval, ranking, prioritization, or other authority assigned by federal law, HUD regulation, the MOU, the CoC Charter, or other duly adopted CoC governance documents to the Spokane Regional CoC or its governing Board.

Where HUD requirements, the MOU, or applicable CoC governance procedures require approval, consultation, ranking, prioritization, or other action by the CoC, HHS shall obtain or document such action before implementing the applicable funding or project change.

Section 6. Administrative Authority

HHS is authorized to take such additional administrative actions as are reasonably necessary to carry out the purposes of this Resolution and to ensure timely expenditure, performance, monitoring, reporting, and compliance under the federal awards, consistent with the MOU and applicable CoC governance requirements.

Routine administrative actions, subrecipient agreement amendments, budget modifications, funding adjustments, and other actions authorized by this Resolution shall not require further City Council approval, unless such approval is otherwise required by law, requires an additional City appropriation, or materially increases the City's financial obligation beyond the federal funds and other resources previously authorized by the City Council.

Section 7. Effective Date

The Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/26/2026		
Clerk's File #	OPR 2026-0761		
Cross Ref #			
Project #			
Submitting Dept	FIRE	**Bid #**	ITB 6589-26
Contact Name/Phone	KYLE CHASE 509-435-7080	**Requisition #**	21005
Contact E-Mail	KCCHASE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVAL TO PURCHASE STRUCTURAL AND WILDLAND HOSE		

Agenda Wording

Approval to purchase new structural and wildland firefighting hose to replace older hose reaching its end of service life.

Summary (Background)

The current SFD firefighting hose inventory is reaching the end of its 10-year service life through both time and use. SFD is replacing this hose over a three-year timeframe to distribute annual costs. This purchase in 2026 will be the second of three planned hose purchases. This will provide new structural and wildland firefighting hose for nine fire apparatus. Competitive bidding was used to ensure best price.

What impacts would the proposal have on historically excluded communities?

-Not applicable – This request for approval is for equipment purchase.

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 – This request for approval is for equipment purchase.

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

-Not applicable – This request for approval is for equipment purchase.

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

-This proposal aligns with the SFD Capital Improvement Plan, FD Strategic Plan Goal #7, provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 264407.76
Current Year Cost	$ 264407.76
Subsequent Year(s) Cost	$ 0.00

Narrative

Requesting approval to purchase structural and wildland firefighting hose from Fire Capital Funds. Competitive bidding used to ensure best price. Total cost of purchase is $264,407.76 including tax.

Amount		Budget Account
Expense	$ 264407.76	# 5903.79125.22200.53502.44003
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

One time purchase - yes

Expense Occurrence	One-Time

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

-Not applicable – This request for approval is for equipment purchase.

Approvals		Additional Approvals	
Dept Head	WILLIAMS, TOM M.	PS EXEC REVIEW	YATES, MAGGIE
Division Director	WILLIAMS, TOM M.	PURCHASING	PRINCE, THEA
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Carson Brown carson.brown@meslifesafety.com	kcchase@spokanecity.org
tmwilliams@spokanecity.org	escott@spokanecity.org
tprince@spokanecity.org	kahaack@spokanecity.org

Bid Response Summary

Bid Number ITB 6589-26
Bid Title Fire Hose for Structural and Wildland Firefighting 2026
Bid Base Currency USD
Due Date Tuesday, August 4, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company MES Service Company,LLC
Submitted By Todd Gasparri - Tuesday, July 28, 2026 8:55:18 AM [(UTC-08:00) Pacific Time (US & Canada)]
todd.gasparri@meslifesafety.com 541 429 2063
Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Carson Brown Phone: 509-528-3136 Email: carson.brown@meslifesafety.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in August 2026. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product - Supply Hose			
	1	5" Key Hose only - Hy Flo DP50-600 Storz	I acknowledge and I agree
	2	What is the lead time for Supply Hose?	12-Weeks
Product - Attack Hose			
	1	1 3/4" Key Hose only Combat Sniper DP17-100S	I acknowledge and I agree
	2	2 1/2" Key Hose only Big-10 DP25-800	I acknowledge and I agree
	3	What is the lead time for Attack Hose?	12-Weeks
Product - Wildland Hose			
	1	1 1/2" Key Hose only Type II Wildland	I acknowledge and I agree
	2	1" Key Hose only Type II Wildland	I acknowledge and I agree
	4	What is the lead time for Wildland Hose?	12-Weeks
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 Spokane Fire Department Shop, 1610 N Rebecca, Spokane WA 99217.	Understood and Agreed

	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order.	Understood and Agreed
Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms			
	1	Supplier agrees 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
	2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
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 and Agreed
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
	2	Supplier's Business Registration No.	605-673-918
Proprietary Information/Public Disclosure			

	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.” Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
INTERLOCAL PURCHASE AGREEMENTS			
	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. . The Firm’s right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies 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)?	Yes
	3	If so, were PCBs found at a measurable level?	No
	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 bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document 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 - Supply Hose											
	1	5" Key Hose Hy Flo DP50-600 Storz - 100' Sections (yellow)	Base	100' Section	90.00	$	USD	$978.12	$88,030.80		
	2	5" Key Hose Hy Flo DP50-600 Storz - 50' Section (Blue)	Base	50' Section	9.00	$	USD	$655.83	$5,902.47		
	3	5" Key Hose Hy Flo DP50-600 Storz - 25' Section (Red)	Base	25' Section	9.00	$	USD	$494.69	$4,452.21		
Product - Attack Hose											
	1	1 3/4" Key Hose Combat Sniper DP17-100S - 50' Section (red)	Base	50' Section	72.00	$	USD	$295.48	$21,274.56		
	2	1 3/4" Key Hose Combat Sniper DP17-100S - 50' Section (yellow)	Base	50' Section	72.00	$	USD	$295.48	$21,274.56		
	3	1 3/4" Key Hose Combat Sniper DP17-100S - 50' Section (blue)	Base	50' Section	36.00	$	USD	$295.48	$10,637.28		

	4	1 3/4" Key Hose Combat Sniper DP17-100S - 50' Section (white)	Base	50' Section	54.00	$	USD	$295.48	$15,955.92
	5	2 1/2" Key Hose Big-10 DP25-800 - 50' Section (green)	Base	50' Section	144.00	$	USD	$276.41	$39,803.04
	6	2 1/2" Key Hose Big-10 DP25-800 - 50' Section (yellow)	Base	50' Section	45.00	$	USD	$276.41	$12,438.45
	7	2 1/2" Key Hose Big-10 DP25-800 - 50' Section (orange)	Base	50' Section	45.00	$	USD	$276.41	$12,438.45
	8	2 1/2" Key Hose Big-10 DP25-800 - 25' Section (red)	Base	50' Section	9.00	$	USD	$163.76	$1,473.84
Product - Wildland Hose									
	1	1 1/2 " Key Hose TYPE II Wildland - 100' Section FF15-600-PU NH Thread	Base	100' Section	20.00	$	USD	$216.80	$4,336.00
	2	1" Key Hose TYPE II Wildland - 100' Section FF10-600-PU NH Thread	Base	100' Section	20.00	$	USD	$195.46	$3,909.20
Total Base Bid	$241,926.78								

(877) 637-3473

Quote

Quote #	QT2080140
Date	06/09/2026
Expires	10/31/2026
Sales Rep	Brown, Carson
Shipping Method	Fedex Ground
Customer	SPOKANE FIRE DEPARTMENT (WA)
Customer #	C38439

Bill To
SPOKANE FIRE DEPARTMENT
ACCOUNTS PAYABLE
44 W RIVERSIDE AVE
SPOKANE WA 99201-0114
United States

Ship To
Air Room
44 W RIVERSIDE AVE
SPOKANE WA 99201
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
DP50-600 : 100			KEY FIRE HOSE #DP50-600, 5" HY FLOW LDH LIGHTWEIGHT DOUBLE JACKET RUBBER-LINED ATTACK HOSE WITH 5" STORZ COUPLINGS, 100' LENGTH YELLOW	90	$978.12	$88,030.80
DP50-600			KEY FIRE HOSE #DP50-600 5" HY FLOW LDH LIGHTWEIGHT DOUBLE JACKET RUBBER-LINED ATTACK HOSE WITH 5" STORZ COUPLINGS 50' LENGTH BLUE	9	$655.83	$5,902.47
DP50-600			KEY FIRE HOSE #DP50-600 5" HY FLOW LDH LIGHTWEIGHT DOUBLE JACKET RUBBER-LINED ATTACK HOSE WITH 5" STORZ COUPLINGS 25' LENGTH RED	9	$494.69	$4,452.21
DP17-100S : 50			KEY FIRE HOSE #DP17-100S COMBAT SNIPER, 1.77" ID DOUBLE JACKET POLYESTER WOVEN OUTSIDE JACKET OVER A NITRILE/PVC LINER, PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH RED	72	$295.48	$21,274.56
DP17-100S : 50			KEY FIRE HOSE #DP17-100S COMBAT SNIPER, 1.77" ID DOUBLE JACKET POLYESTER WOVEN OUTSIDE JACKET OVER A NITRILE/PVC LINER, PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH YELLOW	72	$295.48	$21,274.56
DP17-100S : 50			KEY FIRE HOSE #DP17-100S COMBAT SNIPER, 1.77" ID DOUBLE JACKET POLYESTER WOVEN OUTSIDE JACKET OVER A NITRILE/PVC LINER, PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH BLUE	36	$295.48	$10,637.28
DP17-100S : 50			KEY FIRE HOSE #DP17-100S COMBAT SNIPER, 1.77" ID DOUBLE JACKET POLYESTER WOVEN OUTSIDE JACKET OVER A NITRILE/PVC LINER, PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH WHITE	54	$295.48	$15,955.92
DP25-800 : 50			KEY FIRE HOSE #DP25-800, 2.5" BIG 10 DOUBLE JACKET FIRE HOSE ALL POLYESTER RUBBER LINED PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH GREEN	144	$276.41	$39,803.04
DP25-800 : 50			KEY FIRE HOSE #DP25-800, 2.5" BIG 10 DOUBLE JACKET FIRE HOSE ALL POLYESTER RUBBER LINED PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH YELLOW	45	$276.41	$12,438.45

QT2080140

Quote

(877) 637-3473

Quote # QT2080140
Date 06/09/2026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
DP25-800 : 50			KEY FIRE HOSE #DP25-800, 2.5" BIG 10 DOUBLE JACKET FIRE HOSE ALL POLYESTER RUBBER LINED PRICED WITH ALUMINUM COUPLINGS, 50' LENGTH ORANGE	45	$276.41	$12,438.45
DP25-800			KEY FIRE HOSE #DP25-800 2.5" BIG 10 DOUBLE JACKET FIRE HOSE ALL POLYESTER RUBBER LINED PRICED WITH ALUMINUM COUPLINGS 25' LENGTH RED	9	$163.76	$1,473.84
FF15-600PU : 100			KEY FIRE HOSE #FF15-600PU, 1.5" SINGLE JACKET 5100-187 TYPE II ALL POLYESTER LIGHTWEIGHT WITH NST COUPLINGS, 100' LENGTH	40	$216.80	$8,672.00
FF10-600PU : 100			KEY FIRE HOSE #FF10-600PU, 1" SINGLE JACKET TYPE II FORESTRY HOSE WITH 1" COUPLINGS NST, 100' LENGTH	0	$195.46	$0.00

Sourcewell contract 020124-SEW

Contact: C38439 SPOKANE FIRE DEPARTMENT (WA) : KYLE CHASE (509) 435-7080

Subtotal	$242,353.58
Shipping Cost	$0.00
Tax Total	$22,054.18
Total	$264,407.76

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT2080140

License Information:

New search Back to results

Entity name: MES SERVICE COMPANY, LLC

Business name: MES SERVICE COMPANY, LLC

Entity type: Limited Liability Company

UBI #: 605-673-918

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3924 E TRENT AVE
SPOKANE WA 99202-4425

Mailing address: 777 BRICKELL AVE
1050
MIAMI FL 33131-2809

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
Bellingham General Business	078211			Active		Jan-22-2025
Motor Vehicle Dealer	17503		View Plates	Active	Jun-30-2027	Jun-16-2026
Spokane General Business				Active	Jan-31-2026	Jan-22-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CALAMARI, PETER	OFFICER
CRAWFORD, ERIC	OFFICER
MES INTERMEDIATE INC.	SOLE MEMBER

Owners and officers	Title
RILEY, MARVIN	Manager, CEO
WALKER, JOHN	Manager, CFO

Registered Trade Names

Registered trade names	Status	First issued
CASCADE FIRE	Active	Jan-14-2026
GENERAL FIRE	Active	Dec-22-2025
GENERAL FIRE APPARATUS	Active	Jan-06-2026
MES SERVICE COMPANY, LLC	Active	Jan-22-2025
SEAWESTERN INC	Active	Jan-14-2026

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/26/2026 8:58:33 AM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	7/27/2026		
Clerk's File #	OPR 2026-0762		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20998000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PRE-APPROVAL TO PURCHASE 18 VEHICLES FOR POLICE		

Agenda Wording

Pre-approval to purchase 18 Police vehicles from Bud Clary Dealerships (Longview, WA) for $1,475,130 including commissioning and applicable sales tax.

Summary (Background)

SPD would like to purchase 18 new vehicles for 2026 as follows: 5 Ford Maverick, 4 Chevrolet Tahoe, 7 Patrol equipped Ford Explorer, 1 K9 equipped Ford Explorer, and 1 Patrol Sgt/Lt equipped Ford Explorer. All vehicles (or similar vehicles as specifications and availability allow), will be purchased using a Washington Department of Enterprise Services contract or otherwise following City Competitive purchasing procedures. Total cost is $1,475,130 including sales tax and commissioning. Funding is via SIP loan. Pre-purchase approval is necessary to allow flexibility amid uncertainty of availability and specifications.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,475,130
Current Year Cost	$ 1,475,130
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles are to be purchased using cooperative contracts or approved City competitive purchasing practices.

Amount		Budget Account
Expense	$ 1,100,000	# 5902-79115-94210-56404-68406
Expense	$ 375,130	# 5902-79115-94210-56416-68406
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	kahaack@spokanecity.org
fleetservicesaccounting@spokanecity.org	

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

Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

CERTIFICATION OF BUSINESS ACTIVITIES

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

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

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

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

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/16/2026

Date Rec'd	8/24/2026		
Clerk's File #	OPR 2026-0763		
Cross Ref #			
Project #			
Submitting Dept	MUNICIPAL COURT	**Bid #**	
Contact Name/Phone	SARAH 509-625-4146	**Requisition #**	
Contact E-Mail	STHOMPSON@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	AWARD ACCEPTANCE – SMITH BARBIERI THERAPEUTIC COURTS GRANT		

Agenda Wording

Acceptance of a mid-year grant award from the Smith Barbieri Progressive Fund in the amount of $10,000.

Summary (Background)

Municipal Court received an award from Smith Barbieri. The award includes funding for basic need support: hygiene products, clothing, shoes, snacks, water, backpacks, warming and cooling specific items, etc.

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?

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	$ 10,000
Current Year Cost	$ 5,000
Subsequent Year(s) Cost	$ 5,000

Narrative

This award does not support any positions.

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

Funding Source	One-Time
Funding Source Type	Grant

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

No

Expense Occurrence	Recurring

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

No match required.

Approvals		Additional Approvals	
Dept Head	HARTE, AMY	ACCOUNTING -	BROWN, SKYLER
Division Director	O'SULLIVAN, KRISTIN		
Accounting Manager	DANIELS, DERREK		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Sarah Thompson sthompson@spokanecity.org	Danil Tyurin dtyurin@spokanecity.org
grants@spokanecity.org	Zhjelm@spokanecity.org

From: Thompson, Sarah
To: Lerria Schuh
Subject: RE: Therapeutic Courts grant app
Date: Wednesday, July 8, 2026 10:03:00 AM

Lerria,
As always, I am truly grateful and appreciative of the support. The gaps that you allow us to fill for the folks we serve is amazing. It appears our vacation schedules collided.

It would be wonderful to allocate $5,000 towards bus passes. The discount will allow the purchase of 5,000 1-ride (2 hour) passes.

Thank you from the bottom of my heart! Enjoy your time away and looking forward to hearing from you.
Sarah

From: Lerria Schuh <lerria@smith-barbieri.com>
Sent: Thursday, July 2, 2026 4:54 PM
To: Thompson, Sarah <sthompson@spokanecity.org>
Subject: Re: Therapeutic Courts grant app

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Sarah,

Thank you for your patience during our review process. We would like to provide the full $15,000 to support Therapeutic Courts. As part of that, we would like to purchase the quantity of bus passes you need like we have done in the past so that we can maximize the number of passes purchased with our discount.

What would you like the breakdown of the grant distribution to be? How much for bus passes and how much for cash?

I am leaving on vacation July 8 - 17, returning on the 20th, but leaving again the 22-24. I would love to send you at least most of the cash right away and get the bus passes ordered. Then maybe I sent the last portion of the cash sometime in the fall? The most important thing to us is that you have everything when you need it, so please let me know what works best for you.

Thank you for all you do. We love the individual support you work so hard to provide participants. We know it makes a big difference. As always, we won't ask for detailed

report of how the funds were spent, but I would love to receive photos like you have shared in the past of your good work in action that we can share on social media.

In solidarity for equity, opportunity & security for all,

Lerria A. Schuh
Executive Director
Smith-Barbieri Progressive Fund
Mobile: 509-863-2249

Pronouns: she/her

> On May 28, 2026, at 4:34 PM, Thompson, Sarah <sthompson@spokanecity.org> wrote:
>
> Hi Lerria,
> Thank you for the update. Always a pleasure to hear from you.
> Looking forward to answering any additional questions.
>
> Thank you,
> Sarah
>
> ---
>
> **From:** Lerria Schuh <lerria@smith-barbieri.com>
> **Sent:** Thursday, May 28, 2026 1:18 PM
> **To:** Thompson, Sarah <sthompson@spokanecity.org>
> **Subject:** Re: Therapeutic Courts grant app
>
> **[CAUTION - EXTERNAL EMAIL - Verify Sender]**
>
> Hello!

Many thanks for your grant application. We look forward to reviewing your information and will reach out with any additional questions. Our review process is anticipated to last until late June or early July, and we will contact you with our decision when it is ready.

Our sincere gratitude for the work you are doing in our community! Thank you for your patience during our review process.

In solidarity for equity, opportunity & security for all,

Lerria A. Schuh
Executive Director
Smith-Barbieri Progressive Fund
Mobile: 509-863-2249

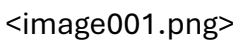
Pronouns: she/her

From: "Thompson, Sarah" <sthompson@spokanecity.org>
Date: May 14, 2026 at 3:49:11 PM PDT
To: grants@smith-barbieri.com
Subject: Grant Request-Therapeutic Courts

Good afternoon,
I hope this email finds you well.

The Therapeutic Court programs for Spokane Municipal Court kindly submit the attached grant application for consideration. We greatly appreciate all the support over the years as we provide services to those involved in the criminal legal system who are without even the most basic of resources. The kindness and compassion that we can share/provide thanks to your support has been immeasurable.

Thank you again for the consideration. Please do not hesitate to reach out with any questions.
Sarah



Sarah Thompson | Therapeutic Court Coordinator | Spokane Municipal Court
PH 509.309.6948
| sthompson@spokanecity.org | spokanemunicipalcourt.org

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/25/2026		
Clerk's File #	OPR 2026-0764		
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?** YES	**Public Works?** NO	
Agenda Item Name	POLICE SPECIALTY TEAM PROTECTIVE EQUIPMENT		

Agenda Wording

Request approval to purchase life-saving equipment for officers working in high-risk environments, including ballistic vests for Spokane Police Hostage Negotiations Team, and Special Investigations Unit utilizing GSA contract #GS-07F-141DA.

Summary (Background)

This purchase request accompanies the DOJ JAG25 grant acceptance and SBO for this purchase. Spokane Police has been awarded funds under the JAG25 grant to allow for the purchase of ballistic vests, rifle plates, and pouches. These teams conduct high risk tactical operations in the City of Spokane and have an increased risk of danger, therefore needing to be issued a higher level of body armor. Current vests for SIU were purchased in 2021 and are expiring this year; current vests for HNT were purchased in 2022 and will expire in 2027.

What impacts would the proposal have on historically excluded communities?

Will not impact 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?

No data will be collected.

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

No data to 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?

Protective equipment, including ballistic vests, is essential for our officers to perform their duties safely and effectively.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 105,532.44
Current Year Cost	$ 105,532.44
Subsequent Year(s) Cost	$

Narrative

One-time purchase JAG25 grant funds for $102,471.05 and $3061.39 from Police O&M budget.

Amount		Budget Account
Expense	$ 102,471.05	# 1620-91849-21250-53205-99999
Expense	$ 3,061.39	# 0680-11410-21250-53205-99999
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
sbrown@spokanepolice.org	

AARDVARK | PROJECT 7

1935 PUDDINGSTONE DR
LA VERNE, CA 91750

Spokane Police Department (WA), Dan Lesser
1100 W Mallon Ave
Spokane WA 99260-2043
United States

Quotation: S04063

Quotation Date:
08/18/2026

Expiration:
10/23/2026

Salesperson:
Tiffany Hanke

DESCRIPTION	ROUTE	QUANTITY	UNIT PRICE	TOTAL
(GSA) [P7Q-TRV2-UL3A] Project 7/TRV2/Complete Platform Ultralight 3A Ballistics (Specify Color, Size, Closure)		15.00 Units	2515.00	$ 37,725.00
Black, With Collar				
(GSA) [P7-FLEXAROO-POUCH-PW-BB] 6x6 Flexaroo Pouch (Black, P7 Webless (PW))		15.00 Units	100.00	$ 1,500.00
[P7-FLEX2-6X6-PW-PANEL-BB] Project 7/Flex 2.0 System/6 Col x 6 Row/P7 Webless/Panel/Black/Black		30.00 Units	45.00	$ 1,350.00
[P7-FLR-INSERT-SIN-M4MAG-BB] Project 7/Flexaroo Insert/Single/M4 Mag/1 Slot/Black/Black		45.00 Units	35.00	$ 1,575.00
(GSA) [P7Q-IDPSET-SM] Project 7 ID Patch Set(Front 2x6, Back 3x8)		15.00 Units	35.00	$ 525.00
Black Patches, Dark Gray Text, "POLICE"				
(GSA) [P7-PS-LT-SET-OF-5-MC] P7 Lightweight Pouch Set (Five)		15.00 Units	325.00	$ 4,875.00
(GSA) [P7-RP-3++-ICW-LW-LG] Project 7/Rifle Plate/Level 3++ ICW/Lightweight/SAPI Large		30.00 Units	450.00	$ 13,500.00
Standard Delivery		1.00 Units	425.00	$ 425.00
Via Daylight Transport				

AARDVARK | PROJECT 7

1935 PUDDINGSTONE DR
LA VERNE, CA 91750

Untaxed Amount	$ 61,475.00
Taxes	$ 5,594.23
Total	$ 67,069.23

GSA contract (GSA Contract #GS-07F-141DA) only applicable to items labeled.

DELIVERY: 120 Days after receipt of order [ARO].

Please contact me Tiffany Hanke at 909.451.6116 or thanke@aardvarktactical.com when you are ready to place this order. Thank you and have a great day!

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 15 calendar days after purchase and buyer may be subject to a 25% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Payment terms: 30 Days

AARDVARK | PROJECT 7

1935 PUDDINGSTONE DR
LA VERNE, CA 91750

Invoicing Address:
Spokane Police Department (WA), Accounts Payable (Katie Hougen)
1100 W Mallon Ave
Spokane WA 99260-2043
United States
509.625.6399

Shipping Address:
Spokane Police Department (WA), Dan Lesser
1100 W Mallon Ave
Spokane WA 99260-2043
United States
509.370.0401

Spokane Police Department (WA), Dan Lesser
1100 W Mallon Ave
Spokane WA 99260-2043
United States

Quotation: S06805

Quotation Date:	Expiration:	Salesperson:
08/18/2026	10/23/2026	Tiffany Hanke

DESCRIPTION	ROUTE	QUANTITY	UNIT PRICE	TOTAL
(GSA) [P7Q-UPR2-UL3A] Project 7 - UPR2 Platform with Level 3A Ultralight Ballistics (Specify Size, Color)		12.00 Units	1065.00	$ 12,780.00
(GSA) [P7-RP-3+-SA-LW-LG] Project 7/Rifle Plate/Level 3+ PE Stand Alone/Lightweight/SAPI Large		24.00 Units	750.00	$ 18,000.00
(GSA) [P7Q-IDPSET-SM] Project 7 ID Patch Set(Front 2x6, Back 3x8)		12.00 Units	35.00	$ 420.00
(GSA) [P7-PS-LT-SET-OF-5-MC] P7 Lightweight Pouch Set (Five)		12.00 Units	325.00	$ 3,900.00
Standard Delivery		1.00 Units	155.00	$ 155.00

Untaxed Amount	$ 35,255.00
Taxes	$ 3,208.21
Total	$ 38,463.21

GSA contract (GSA Contract #GS-07F-141DA) only applicable to items labeled.

AARDVARK | PROJECT 7

1935 PUDDINGSTONE DR
LA VERNE, CA 91750

DELIVERY: 120 Days after receipt of order [ARO].

Please contact me Tiffany Hanke at 909.451.6116 or thanke@aardvarktactical.com when you are ready to place this order. Thank you and have a great day!

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 15 calendar days after purchase and buyer may be subject to a 25% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Payment terms: 30 Days

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/26/2026		
Clerk's File #	OPR 2026-0765		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	DAVE SINGLEY 4171	**Requisition #**	
Contact E-Mail	DSINGLEY@SPOKANEPOLICE.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 WASHINGTON TRAFFIC SAFETY COMMISSION TRAFFIC		

Agenda Wording

Acceptance of $209,679 grant award from Washington Traffic Safety Commission titled 2027-FG-6031 Spokane Police Department Outreach and Training Program.

Summary (Background)

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of providing ARIDE training as a part of this project so that a higher number of trained officers will attain improved skills.

What impacts would the proposal have on historically excluded communities?

The proposal is intended to improve community traffic safety by strengthening law-enforcement capacity to identify and investigate impaired driving and by providing drug-impairment training to educators and health-care providers. The agreement does not identify specific impacts on historically excluded communities or provide demographic analysis of impaired-driving enforcement; therefore, the City should avoid assuming that impacts will be equal across communities and should monitor available data for potential disparities. The agreement requires compliance with federal and state nondiscrimination requirements, including Title VI,

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?

Program activity and outcome information will be collected through Spokane Police Department records, training and participation records, WTSC/WEMS reporting requirements, and statistical data generated through project implementation. The agreement requires progress reports that include statistical data and requires the recipient to maintain records sufficient to support monitoring and evaluation. To the extent legally permissible and reliable data are available, the City can analyze outcomes by demographic and geographic characteristics to identify potential disparities and report findings in aggregate form while

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

Effectiveness will be evaluated using the performance measures established in the agreement, including training 250 law-enforcement officers, the Training Coordinator's participation in at least three training events, participation in the Spokane Municipal Therapeutic and Accountability Court, and delivery of at least two trainings for public-school educators and two trainings for health-care providers. The City and WTSC can also review changes in officer knowledge and confidence, impaired-driving investigations and enforcement activity, and collaboration with community partners. Progress will be documented through required WTSC

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 proposal supports the City's existing traffic-safety and public-safety priorities by improving the Spokane Police Department's capacity to address impaired driving through officer training, enforcement, and community education. It is consistent with the City's Vision Zero goal of eliminating traffic deaths and serious injuries and complements broader City efforts to improve transportation safety and equitable mobility. The proposal is an operating/training activity rather than a capital project and therefore does not represent a separate Capital Improvement Program project or a specific Neighborhood Master Plan implementation; instead, it complements the City's broader investments and policies intended to create a safer transportation

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 209,679.00
Current Year Cost	$ 209,679.00
Subsequent Year(s) Cost	$

Narrative

The grant performance period begins 10/01/26, before the 2027-2028 biennium, and the $209,679 in grant funding is available specifically for activities occurring during the 10/01/26 through 09/30/27 performance period.

Amount		Budget Account
Revenue	$ 209,679	# 1620-91826-99999-33320-68036
Expense	$ 209,679	# 1620-91826-21250-51001-68036
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Wade Alonzo wade.alonzo@wtsc.wa.gov	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Trevor Nollmeyer tnollmeyer@spokanepolice.org
grants@spokanecity.org	zhjelm@spokanecity.org
Pam Pannkuk ppannkuk@wtsc.wa.gov	Megan Moore mmoore@wtsc.wa.gov
Jody Goldman jgoldman@spokanepolice.org	Ben Maplethorpe bmaplethorpe@spokanepolice.org

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2027-FG-6031-Spokane Police Department Outreach and Training Program

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, 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 #20.608, for traffic safety grant project 2027-FG-6031-Spokane Police Department Outreach and Training Program.

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

Washington recorded 659 traffic fatalities in 2025, according to preliminary data collected by the Washington Traffic Safety Commission (WTSC). This represents a 22.5% increase from 2019, the beginning of the COVID-19 pandemic. In Spokane County, the traffic fatality rate increased by 62.07% from 2019 to 2025. In the City of Spokane, impaired driver-related fatalities increased by 214.29% from 2018 to 2025.

The City of Spokane is the second-largest city in Washington State, with a population of 230,783 as of 2025. Spokane County, with an estimated population of 555,947 residents in 2024, is the fourth-largest county in the state. In 2022, the Spokane Police Department (SPD) disbanded its Motor/Traffic Unit to address significant staffing shortages. However, the department retained two DUI-dedicated officers within the Traffic Unit until April 2024, when they were reassigned to address broader staffing needs.

The DUI-dedicated officers are vital members of the Spokane Therapeutic and Accountability DUI Court Team. They have also played a crucial role in teaching Standardized Field Sobriety Testing (SFST) and Blood Alcohol Content (BAC) courses at the Washington State Criminal Justice Training Commission (CJTC) Basic Law Enforcement Academy (BLEA). In recent years, CJTC/BLEA removed the Controlled Drinking Session from its curriculum, which has historically played an important role in preparing new law enforcement officers to conduct impaired driving investigations and provide testimony in DUI cases.

The Spokane Police Department has continued to offer the Controlled Drinking Session at the Spokane BLEA academy but may be unable to continue doing so without DUI-dedicated officers available to teach and oversee these sessions. Officers attending the Spokane BLEA academy come from law enforcement agencies across Washington.

Additionally, there is a need to increase community partner knowledge and engagement regarding current drug trends and their impact on the Spokane community. Timely information sharing and collaboration can help community partners better understand emerging trends and inform effective community responses.

3.1.2 Project Purpose and Strategies

The project will fund a dedicated Impaired Driving Training Coordinator to restore and expand Spokane's capacity to provide specialized impaired-driving training, technical expertise, and coordination. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of providing ARIDE training as a part of this project so that a higher number of trained officers will attain improved skills.

Additionally, the sub-recipient intends to foster a renewed and more positive culture within the police department and the community, emphasizing proactive DUI enforcement. The sub-recipient will also provide targeted drug-impairment trainings to schools and medical professionals to grow their ability to identify impairment in their students/patients helping these professionals to intervene with treatment as early as possible, thereby reducing the number of potential impaired drivers on the roadway. The sub-recipient will work with schools, medical professionals, and surrounding law enforcement agencies in drug related trends with the goal of prevention to reduce addiction which may result in impaired driving.

This project utilizes proven strategies IMP.2.3 and IMP.2.4 of the 2019 version of Washington’s Target Zero Plan (Enhance law enforcement DUI training with Standard Field Sobriety Test (SFST) training and refresher training, Enhance law enforcement DUI training with Advance Roadside Impaired Driving Enforcement (ARIDE) training), and Drug Impairment Training for Education Professionals (DITEP).

3.2 PROJECT GOALS

1) SPD Training and Outreach Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2027.
2) Maintain the specialized knowledge and instructional competence necessary to deliver high-quality impaired-driving training.

3) SPD Training and Outreach Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.
4) SPD Training and Outreach Coordinator will engage community partners through outreach or training activities to increase knowledge of current drug trends and other impactful community measures by September 30. 2027.

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:
Improved officer confidence in recognizing and investigating impaired drivers and strengthened collaboration with community partners, including treatment court.

Intermediate Outcomes:
Increase in DUI arrests and successful investigations due to enhanced officer skills and expanded partnerships that support prevention, treatment, and enforcement strategies.

3.4. COMPENSATION
3.4.1 The cost of accomplishing the work described in the SOW will not exceed $217,679.00, 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: $217,679.00

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:
Trevor Nollmeyer tnollmeyer@spokanepolice.org 509-342-8161	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 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 Police Department

_____
Signature

_____
Printed Name

_____
Title

_____
Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____
Signature

_____
Printed Name

_____
Title

_____
Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$193,679.00	0%	$0.00	$193,679.00
Travel		$12,000.00	0%	$0.00	$12,000.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services		$12,000.00	0%	$0.00	$12,000.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$217,679.00		$0.00	$217,679.00

Employee Salaries & Benefits: $193,679.00
Overtime: $8,000.00 for SPD ID Training Coordinator exclusively.
These funds will provide funding to support approximately 2080 hours of officer activities to act as the Spokane Police Department Traffic Unit Impaired Driving Training Coordinator (SPD IDTC). They will cover expenses for the activity of one officer to assist with the instruction and preparation of impaired driving training, as well as costs associated with other aspects of managing and implementing the project. The SPD ID Training Coordinator may work overtime to support additional training/court activities. Any salary adjustment is subject to prior WTSC approval, availability of funds, and written modification of the agreement

Travel: $12,000
These funds will cover airfare, hotel, mileage, luggage fees, tolls, and travel expenses related to training events attended or conducted by SPD's Impaired Driving Training Coordinator. Travel expenses will be reimbursed following the Spokane Police Department travel policy unless otherwise agreed to by the IDTC and WTSC Program Manager in which travel rules will default to the WTSC travel policy. Meals will not be reimbursed if provided as part of the training or conference. The IDTC should endeavor to utilize a city or assigned vehicle when traveling to training or other events. Any training or professional development opportunities not listed int he scope must be pre-approved by the WTSC Program Manager.

Goods or other expenses: $12,000
Printing of manuals and materials for classes, posters that will be used as training aids, and conference event registration fees. Funding support for healthy snacks and beverages for the controlled drinking session and other related training offered by the SPD ID Training Coordinator. Grant funds may not be used for the

purchase of alcohol.

TOTAL: $217,679.00

Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

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 - SPD Training and Outreach Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2027.

Objective	Objective Details	Completion Date
Provide ARIDE training based on officer demand, with a goal of 2 trainings per year.	SPD Academy will record who attends ARIDE trainings and report it to the Washington State DEC program.	09/30/2027
Provide 4 BAC/SFST refresher trainings annually.	SPD Academy will record who attends BAC/SFST trainings and report it to the Washington State DEC program.	09/30/2027
Provide 1 full BAC and/or DUI Detection/SFST	SPD Academy will record who attended SFST and BAC trainings and report it to the	09/30/2027

training annually.	Washington State DEC program.	
Deliver additional impaired driving training, as requested.	SPD IDTC will record any courses taught, training given, and events participated in for this program.	09/30/2027
Participate as an instructor for impaired driving training events throughout the State of Washington, such as DRE Schools, DRE Instructor Schools, SFST Instructor Schools, ARIDE courses, and TSRP courses.	The SPD IDPC will record and document courses and hours of training hours taught.	09/30/2027
Attend DRE Advisory Board meetings, DRE Regional Coordinator Meetings throughout the year.	SPD IDPC will record all DRE Advisory Board Meetings, DRE Regional Coordinators Meeting.	09/30/2027
Provide training summaries to the WTSC in quarterly reports.	Report any additional information not included in the other objectives.	09/30/2027
Provide a minimum of 1 controlled drinking session for current law enforcement officers. Grant funds may not be used for the purchase of alcohol.	The SPD IDTC will work with the WTSC to promote the controlled drinking session. The SPD IDPC will follow all established guidelines and procedures in accordance with the controlled drinking session. Additional resources may be provided to assist with overtime costs to support additional controlled drinking sessions.	09/30/2027
Support the SPD Phlebotomy program with at least one ongoing annual training.	The SPD ID Training Coordinator will work with other interested jurisdictions to receive phlebotomy training.	09/30/2027

Measure	Reporting Frequency	Type	Target
Percent of officers reporting a higher level of confidence making DUI arrests, measured with a pre/post training survey.	Annual	Outcome	75
Number of BAC/SFST full and refresher trainings provided.	Annual	Process	4
Percent of training participants providing feedback through course evaluations for course improvement.	Annual	Process	100

Number of officers who attend BAC/SFST full and refresher trainings.	Quarterly	Process	30
Number of ARIDE trainings provided.	Annual	Process	2
Number of officers who complete ARIDE training.	Annual	Process	35
Number of SPD DUI arrests per year.	Annual	Process	300
Number of Officers who receive annual educational updates/training for the SPD phlebotomy program.	Annual	Process	20

Goal 2 - Maintain the specialized knowledge and instructional competence necessary to deliver high-quality impaired-driving training.

Objective	Objective Details	Completion Date
Attend IACP Impaired Driving Conference.	This conference brings leaders in law enforcement together to provide training in impaired driving and traffic enforcement. Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC.	09/30/2027
Identify and attend 2 other professional development events to grow and maintain knowledge and skills in impaired driving enforcement.	It is critical that the IDTC has the knowledge and skills to be a trusted leader and instructor of impaired driving enforcement topics. They should seek training opportunities to stay at the cutting edge of the field. Send requests to assigned WTSC Program Manager prior to attending the training event. Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC. These training events may include LEL/TSC meetings or other trainings offered by the WTSC.	09/30/2027

	Additional training events must be pre-approved by the WTSC Program Manager.

Measure	Reporting Frequency	Type	Target
Number of trainings attended by IDTC.	Quarterly	Process	1

Goal 3 - SPD Training and Outreach Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.

Objective	Objective Details	Completion Date
Attend and participate in DUI court meetings.	Depending on court schedule, they reoccur 1x a month or quarterly.	09/30/2027
Attend DUI court Staffing/Court meetings.	Meetings occur on a weekly basis.	09/30/2027
Respond to potential serious violations and, if necessary, initiate a call-out response to take participants into custody if they recidivate or when they pose a risk to themselves or the community.	Respond to 100% of potential serious violations within 24 hours of occurrence, and, if necessary, initiate a call-out response within 12 hours to take participants into custody for relapses or when they pose a risk to themselves or the community.	09/30/2027

Measure	Reporting Frequency	Type	Target
Number of DUI court meetings	Quarterly	Process	1
Number of DUI court Staffing meetings.	Quarterly	Process	12
Percent of serious violations responded to within 24 hours of occurrence.	Annual	Outcome	100

Goal 4 - SPD Training and Outreach Coordinator will engage community partners through

outreach or training activities to increase knowledge of current drug trends and other impactful community measures by September 30. 2027.

Objective	Objective Details	Completion Date
Provide 2 Drug Impairment Training for Educational Professional (D.I.T.E.P.)	SPD IDPC Unit will record number of Educational Professional's, (School Nurses, School Security, Counselors and administrators) who attend and report it to the Washington State DEC program. As requested by ESD 101.	09/30/2027
Provide 4 Community Drug/Alcohol training to Hospital, Medical Facility, or other Health Care Provider. Additional requests may be conducted, by request, as allowed.	SPD IDPC will record who attends and collect any evaluations on training. SPD IDPC will work with the WTSC and the SBIRT training program to familiarize themselves with the training content and connect medical professionals to the screening tool.	09/30/2027
In collaboration with the Spokane Region Target Zero Manager, the SPD ID Training Coordinator will provide trainings for schools in the Spokane region and operate as local resource for interested schools.	SPD IDPC will record who attends and collect any evaluations on training.	09/30/2027
Provide 4 training courses to other community partners or interested community coalition or groups.		09/30/2027

Measure	Reporting Frequency	Type	Target
Number of educational Professionals who attend DITEP trainings.	Annual	Process	20
Number of medical professionals who attend Drug/Alcohol training.	Quarterly	Process	15

Number of other trainings delivered.	Annual	Process	2
Number of people Community Drug/Alcohol training provided to medical professionals.	Annual	Process	50
Number of DITEP training conducted.	Annual	Process	2
Number of Drug/Alcohol training provided to medical professionals.	Quarterly	Process	1
Number of people who attended other trainings delivered.	Quarterly	Process	1

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/26/2026		
Clerk's File #	OPR 2026-0766		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JACQUI 4109	**Requisition #**	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KTELIS MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	INTERLOCAL AGREEMENT WITH CJTC		

Agenda Wording

Approval of Interlocal Agreement with WA Criminal Justice Training Commission.

Summary (Background)

WACJTC interlocal agreement to pay City of Spokane the total amount of money for the Spokane Academy Expansion project is a maximum amount not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND dollars ($1.15 million).

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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

Narrative

No Cost to the City

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

Funding Source	N/A
Funding Source Type	Grant

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

Expense Occurrence	N/A

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

1620-91846-94210-56501-99999

Approvals		**Additional Approvals**	
Dept Head	HALL, KEVIN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	HALL, KEVIN		
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
brian.elliott@cjtc.wa.gov	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

OPR No. OPR 2026-0766

WSCJTC Contract No. K370

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into between the CITY of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC), each individually referred to as a "PARTY" and collectively as the "PARTIES".

SECTION 1: RECITALS AND FINDINGS

WHEREAS, among other services, the WSCJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the WSCJTC's Basic Law Enforcement Academy (BLEA); and

WHEREAS, these WSCJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, during the CITY secured an additional $1.15 million in the 2026 Supplemental Capital Budget for further upgrades predominantly facility expansion of the Spokane Police Department/WSCJTC BLEA Training Center (Spokane) which expansion contemplates predominantly construction of a new building, *see* attached Exhibit A; and

WHEREAS, the State Legislature's Capital Budget adopted in Engrossed Substitute Senate Bill (ESSB) 6003 on became effective on April 1, 2026 and included in its appropriations $1.15 million to the WSCJTC for Spokane Academy Expansion of the Spokane Police Training Center ("Spokane Academy"); and

WHEREAS, funds appropriated under ESSB 6003 are authorized to be incurred for capital projects such as the Spokane Academy Expansion through the end of Fiscal year 2028 which ends June 30, 2028; and

WHEREAS, the State Capital Budget appropriation is not a formal grant program and funds appropriated thereunder are made available on a reimbursement basis only and cannot be advanced; and

WHEREAS, to initiate the process for the Spokane Academy expansion work, CITY entered into a contract for architectural and engineering design services, to include future construction administration and related services, with Design West Architects, P.A. for a term

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

beginning January 1, 2024, in the amount of $245,700.00, *see* CITY Clerk's OPR 2024-0063 attached hereto as Exhibit B; and

WHEREAS, thus far, the Architectural Design contractor has identified the project scope to include construction of a new building approximately 3520 square feet in size to be constructed under an estimated project timeline set forth in attached Exhibits C; and

WHEREAS, upon completion of the design work phase of the expansion project, CITY intends to competitively bid procurement of a contract for the construction phase of the expansion project; and

WHEREAS, while advancing forward with the expansion project phases, CITY is receiving and will continue to receive invoices from contractors which invoices are to be paid out of the WSCJTC state appropriated funds for the project.

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this ILA is to outline a process enabling CITY to obtain timely payment of invoices from the WSCJTC state appropriated funds for the Spokane Academy Expansion project.

B. TERM.

This Agreement shall commence May 1, 2026, and continue through June 30, 2028.

C. COMPENSATION.

The total amount of money WSCJTC will pay CITY for the Spokane Academy Expansion project is a maximum amount not to exceed **ONE MILLION ONE HUNDRED FIFTY THOUSAND dollars ($1.15 million).**

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY will issue all contracts for design and construction of the Spokane Academy building expansion pursuant to applicable legal procurement requirements.
2. CITY will submit invoice/s for reimbursement of expenses with supporting documentation to the designated WSCTJC contact at the WSCJTC address designated below.

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

WSCJTC.

1. WSCJTC, shall reimburse CITY for an amount not to exceed the amount as set forth in Section C. Invoices shall be paid within thirty (30) days of invoicing to WSCJTC. Reimbursements will be mailed to:

   Spokane Police Department
   Attn: SPD Accounting
   1100 W. Mallon Ave
   Spokane, WA 99260

E. ADMINISTRATORS. This Agreement shall be administered by the PARTIES designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Jacqui MacConnell Director Strategic Initiatives Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260-0001 E: jmacconnell@spokanepolice.org P: (509) 625-4109	Brian Elliott Fiscal Manager WSCJTC 3060 Willamette Drive Lacey, WA 98516-6267 E: brian.elliott@cjtc.wa.gov P: (360) 281-9346

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the PARTIES as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

Spokane Police Department	Washington State Criminal Justice Training Commission
Kevin Hall Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: khall@spokanepolice.org P: (509) 625-4215	Jerrell Wills Interim Executive Director, Washington State Criminal Justice Training Commission 19010 1st Avenue S Burien, WA 98148 E: jerrell.wills@cjtc.wa.gov P: (206) 835-7291

G. INSURANCE.

During the term of the Agreement, each PARTY shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability ($1.5 Million SIR) as well as Workers' Compensation ($1.5 Million SIR). The CITY also carries excess General Liability Insurance to $15 Million and excess Workers' Compensation Insurance to $10 Million. Should a covered loss occur in the fulfillment of this Agreement, the CITY shall provide payment under the terms of its self-funded insurance program.

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC).

WSCJTC is self-funded for its liability exposures including General Liability and Automobile Liability ($5 Million) as well as Workers' Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to $5 Million and excess Workers' Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the WSCJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any WSCJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the WSCJTC, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

CITY will not be required to indemnify, defend, or save harmless the WSCJTC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSCJTC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each PARTY'S own negligence.

To the extent allowed when expressly authorized or implied by statute, the WSCJTC agrees to protect, defend, indemnify, and hold harmless the CITY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The WSCJTC will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each PARTY'S own negligence.

For this purpose, the CITY and WSCJTC, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

I. TERMINATION.

This Agreement may be terminated by either PARTY at will by submitting a written Notice of Termination to the other PARTY in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

Neither PARTY may assign its interest in this Agreement without the express written consent of the other PARTY.

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior negotiations, representations and agreements between the PARTIES relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the PARTIES, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 PARTIES agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department 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.

R. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

S. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section I above.

B. Duration. See Section I above.

C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. Responsibilities of the PARTIES. See provisions in Section III above.

E. Agreement to be Filed. The CITY shall file this Agreement with its CITY Clerk and post it on its internet website, and the WSCJTC shall file this Agreement in accordance with its usual procedures.

F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.

G. Termination. See Section I above.

T. SIGNATURES.

The PARTIES affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the PARTIES will comply with the terms and conditions of this Agreement.

[signatures on the following page]

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

CITY OF SPOKANE

Maggie Yates

By: Maggie Yates
Title: Deputy City Administrator

Date: 7/8/2026

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

By: Jerrell Wills
Title: WSCJTC Interim Executive Director

Date: 05/27/2026

Attest:

By: Giacobbe Byrd
Title: City Clerk

Date: _____

Approved as to form:

Margaret Harrington

By: Margaret K. Harrington
Title: Assistant City Attorney

Date: 7/8/2026

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

EXHIBIT A: CITY application for State Capital Budget Funds

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

EXHIBIT B: CITY Architectural & Engineering Design Service Contract Spokane Academy Expansion, OPR 2024-0063

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

EXHIBIT C: CITY Architectural/Engineering Design Services Contractor Cost Estimate Spokane Academy Expansion Project

Docusign Envelope ID: A1A007D6-8CD8-8734-833C-B6A30ACFD56C

EXHIBIT D: CITY Architectural/Engineering Design Services Contractor Estimated Project Timeline for Spokane Academy Expansion Project

Certificate Of Completion

Envelope Id: A1A007D6-8CD8-8734-833C-B6A30ACFD56C
Status: Delivered
Subject: OPR 2026-0628 - CONTRACT - WA CRIMINAL JUSTICE TRAINING COMMISSION
Source Envelope:
Document Pages: 14
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
7/8/2026 8:09:42 AM
Holder: Daniel Rose
drose@spokanecity.org
Location: DocuSign

Signer Events	Signature	Timestamp
Margaret Harrington mharrington@spokanecity.org Assistant City Attorney City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 7/8/2026 8:20:55 AM Viewed: 7/8/2026 9:24:52 AM Signed: 7/8/2026 9:25:12 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Maggie Yates myates@spokanecity.org Assistant City Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 7/8/2026 9:25:14 AM Viewed: 7/8/2026 1:13:01 PM Signed: 7/8/2026 1:13:11 PM
Electronic Record and Signature Disclosure: Accepted: 7/8/2026 1:13:01 PM ID: 0c0237d4-3647-4aa4-b202-669a051ba943		
Giacobbe Byrd gbyrd@spokanecity.org Acting City Clerk City of Spokane Security Level: Email, Account Authentication (None)		Sent: 7/8/2026 1:13:13 PM Viewed: 7/8/2026 1:14:47 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 8:20:56 AM
Certified Delivered	Security Checked	7/8/2026 1:14:47 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/26/2026		
Clerk's File #	OPR 2026-0767		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JAKE JENSEN 370-0303	**Requisition #**	
Contact E-Mail	JJENSEN@SPOKANEPOLICE.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 2027 DOMESTIC VIOLENCE HIGH RISK TEAM PROGRAM		

Agenda Wording

Acceptance of FY 2027 Domestic Violence High Risk Team Program Grant through Washington State Department of Commerce

Summary (Background)

This partnership grant with YWCA Spokane will be used for intimate partner violence threat assessment training/software and staff overtime. We received a $200,000 annual award, renewed through 2030.

What impacts would the proposal have on historically excluded communities?

The program lowers institutional barriers for marginalized populations (BIPOC, LGBTQ+, low-income, and disabled residents) by routing care through culturally responsive partners like YWCA Spokane and MiA Mujeres in Action. Utilizing objective, evidence-based lethality assessment tools removes subjective systemic bias, ensuring life-saving resources are distributed solely based on threat levels.

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?

Demographic metrics will be voluntarily collected by advocacy partners during intake. In compliance with Washington state advocate privilege laws (RCW 5.60.060), these markers will be strictly siloed from law enforcement databases. Anonymized, aggregated data will be reported annually to the Department of Commerce OCVA to track resource equity and identify service gaps.

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

Efficacy will be benchmarked through quantitative tracking of high-lethality screenings, survivor connection rates to emergency resources, and offender court-compliance rates. This is paired with confidential survivor feedback surveys. The ultimate measure of success is the long-term reduction of intimate partner fatalities in Spokane County.

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 minimize violence and stabilize vulnerable residents. Municipal Court: Seamlessly integrates with the Domestic Violence Intervention Treatment (DVIT) Court by providing real-time compliance and offender tracking metrics. Council Resolutions: Operationalizes standing safety and equity mandates via multi-agency, nonprofit-integrated partnerships funded entirely outside the city's general fund.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 200,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$

Narrative

This award will be for one year, totaling $200,000. It is renewable through 2030. $134,628 will go towards salary and $32,715 for benefits. We will also include Goods and Services ($6,557) and indirect costs ($26,100)

Amount		Budget Account
Revenue	$ 200,000.00	# 1620-91848-21250-33311-99999
Expense	$ 134,628.00	# 1620-91848-21250-51215-99999
Expense	$ 6,004.00	# 1620-91848-21250-52110-99999
Expense	$ 22,031.00	# 1620-91848-21250-52230-99999
Expense	$ 4,680.00	# 1620-91848-21250-52600-99999
Expense	$ 6,557.00	# 1620-91848-21250-53201-99999

Funding Source	Recurring
Funding Source Type	Grant

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

Expense Occurrence	Recurring

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

1620-91848-21250-54992-99999 $26,100

Approvals		Additional Approvals	
Dept Head	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List

cindy.guertin-anderson@commerce.wa.gov	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Dan Waters dwaters@spokanepolice.org
grants@spokanecity.org	zhjelm@spokanecity.org

Docusign Envelope ID: 114A793D-1A6D-83AA-808F-3A330859E90F

Washington State Department of Commerce

Federal Interagency Agreement with

Spokane Police Department

through

Office of Crime Victims Advocacy

Community Services Division

Contract Number:
27-31103-006

For:

FY 2027 Domestic Violence High Risk Team Program

Dated: 07/01/2026

Docusign Envelope ID: 114A793D-1A6D-83AA-808F-3A330859E90F

Table of Contents

TABLE OF CONTENTS **2**

FACE SHEET **4**

SPECIAL TERMS AND CONDITIONS **5**

1. AUTHORITY 5
2. ACKNOWLEDGEMENT OF FEDERAL FUNDING 5
3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY 5
4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35 6
5. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE 6
6. AUDIT 6
7. BILLING PROCEDURES AND PAYMENT 6
8. COMPENSATION 7
9. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES) 8
10. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS. 8
11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38 9
12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42 9
13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54 9
14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR 9
15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS 10
16. COMPUTER NETWORK REQUIREMENT 10
17. CONFIDENTIALITY AND INFORMATION SHARING 10
18. CONTINGENCY OF FUNDING 10
19. CONTRACT MANAGEMENT 10
20. CONTRACT MODIFICATION 10
21. COPYRIGHTED WORKS 11
22. DEBARMENT 11
23. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS 12
24. DOMESTIC VIOLENCE HIGH RISK TEAM REQUIREMENTS 12
25. FRAUD AND OTHER LOSS REPORTING 12
26. INDIRECT COSTS 12
27. INSURANCE 12
28. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING 12
29. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP) 13
30. NON-SUPPLANTION 13
31. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE 13
32. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS 13
33. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE 13

Docusign Envelope ID: 114A793D-1A6D-83AA-808F-3A330859E90F

34. POLITICAL ACTIVITIES 13
35. REPORTING 13
36. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT 14
37. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII) 14
38. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD) 15
39. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS 15
40. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT 16
41. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS 16
42. SUBCONTRACTOR DATA COLLECTION 16
43. VAWA 2013 NONDISCRIMINATION CONDITION 16
44. ORDER OF PRECEDENCE 17

GENERAL TERMS AND CONDITIONS 18

1. DEFINITIONS 18
2. ALL WRITINGS CONTAINED HEREIN 19
3. AMENDMENTS 19
4. ASSIGNMENT 19
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION 19
6. COPYRIGHT 19
7. DISPUTES 20
8. GOVERNING LAW AND VENUE 20
9. INDEMNIFICATION 20
10. LICENSING, ACCREDITATION AND REGISTRATION 20
11. RECAPTURE 20
12. RECORDS MAINTENANCE 20
13. SAVINGS 21
14. SEVERABILITY 21
15. SUBCONTRACTING/SUBGRANTING 21
16. SURVIVAL 21
17. TERMINATION FOR CAUSE 21
18. TERMINATION FOR CONVENIENCE 22
19. TERMINATION PROCEDURES 22
20. TREATMENT OF ASSETS 23
21. WAIVER 23

ATTACHMENT A: AWARD ACCEPTANCE 24

ATTACHMENT B: SCOPE OF WORK 25

ATTACHMENT C: BUDGET 27

ATTACHMENT D: FEDERAL FUNDS CHECKLIST 28

Washington State Department of Commerce

Face Sheet

Contract Number: 27-31103-006

☒Subrecipient ☐Contractor

Research & Development: ☐ Yes ☒ No

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FY 2027 Domestic Violence High Risk Team Program

1. Contractor	**2. Contractor Doing Business As (as applicable)**
Spokane City of DBA POLICE DEPARTMENT SPOKANE,WA 99201	Spokane Police Department
3. Contractor Representative	**4. COMMERCE Representative**
Jake Jensen Captain jdjensen@spokanepolice.org (509) 370-0303	Ashley Storey Program Manager (360) 725-2881 ashley-nicole.storey@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$200,000.00	**Federal:** ☒ **State:** ☒ **Other:** ☐ **N/A:** ☐	07/01/2026	06/30/2027

9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**
$150,000.00	Department of Justice, Office on Violence Against Women	16.588

10. SWV #	**11. UBI #**	**12. UEI #**	**13. Indirect Rate**
SWV0003387-00	328013877	PDNCLY8MYJN3	16.00%

14. Award Method	**NOFO/RFX#**	**Proviso #**
Competitive: Yes Direct:	FY 2027 Domestic Violence High Risk Team Program	N/A

15. Contract Purpose
To provide funding in support of domestic violence high risk team grant program activities.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Award Acceptance; Attachment "B" – Scope of Work; Attachment "C" – Budget; Attachment "D" – Federal Funds Checklist, and the Contractor's Application for Funding.

FOR CONTRACTOR	**FOR COMMERCE**
Kevin Hall Chief of Police Name, Title	Cindy Guertin-Anderson, Assistant Director
Signed by: Kevin Hall 19EC1BC3616B489... Signature	Date
7/8/2026 | 2:22 PM PDT Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2023
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP
Federal Awarding Agency: Department of Justice, Office on Violence Against Women
Total amount of this federal award: $3,784,202.00
Total amount of this federal award obligated in this contract: $0.00
Awarding official: Sarah Clifthorne, Director (360) 789-1275

Federal Award Date: 09/13/2024
Federal Award Identification Number (FAIN): 15JOVW-24-GG-00552-STOP
Federal Awarding Agency: Office on Violence Against Women
Total amount of this federal award: $3,725,610.00
Total amount of this federal award obligated in this contract: $150,000.00
Awarding official: Sarah Clifthorne, Director (360) 789-1275

Federal Award Date: 08/18/2025
Federal Award Identification Number (FAIN): 15JOVW-25-GG-00064-STOP
Federal Awarding Agency: Office on Violence Against Women
Total amount of this federal award: $3,844,412.00
Total amount of this federal award obligated in this contract: $0.00
Awarding official: Sarah Clifthorne, Director (360) 789-1275

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

> "This project was supported by Subgrant No. 27-31103-006 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Contract funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.

3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY

The Contractor and any subrecipient (subgrantee) at any tier, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. §12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35

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

5. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Contractor also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

6. AUDIT

If the Contractor expends $1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending $1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Contractor shall send all audit documentation to the Federal Audit Clearinghouse.

If the Contractor expends **less** than $1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Contractor shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Contract Number 27-31103-006.

If applicable, Contractor must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of $50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Contractor must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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

8. COMPENSATION

COMMERCE shall pay an amount not to exceed $200,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Contractor shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed $200,000.00, which amount is included in the Contract total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Contractor shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations, available here: https://ofm.wa.gov/accounting/travel/.

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day (excluding travel and subsistence costs) without prior written approval. To exceed this specified maximum rate, Contractors must submit to OCVA a detailed justification and have such justification approved by OCVA, prior to obligation or expenditure of such funds. Issuance of this Contract or approval of the budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

Match

Per the DVHRT Grant Program Information under which the Contractor's Application was submitted, the State funds in this Contract shall be used as match. All funds designated by Commerce as match are restricted to the same uses as the federal funds in this Contract. State matching funds will be expended before federal funds. The amount of State funds in this Contract is indicated on Attachment C – Budget. The expended amount of match funds will be identified on the invoice voucher forms in the Contracts Management System.

In the event a correction to the amount of State funds in this Contract is required, an administrative change will be processed. A change to the amount of State funds will not affect your overall budget or scope of work and notice will be provided.

Line-Item Adjustment

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

9. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Contractor (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact COMMERCE for guidance.

10. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ

definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf.

11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements.

An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Contractors and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https:// www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are

incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS

The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

16. COMPUTER NETWORK REQUIREMENT

Contractors may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

17. CONFIDENTIALITY AND INFORMATION SHARING

The Contractor agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The Contractor also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

18. CONTINGENCY OF FUNDING

Funding is contingent on the ongoing engagement of Contractor and the other recipients of Domestic Violence High Risk Team Grant Program funding in Contractor's community in the domestic violence high risk team implementation activities as described in Special Condition 24.

19. CONTRACT MANAGEMENT

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

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

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

20. CONTRACT MODIFICATION

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may, by written notification to the Contractor and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Contract. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may analyze Contract expenditures as a proportion of the Contract budget. If

COMMERCE determines, in its sole discretion, that the Contract funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Contract to reduce the balance of the Contract budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Contractors for the provision of eligible program activities.

21. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the COMMERCE representative assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

22. DEBARMENT

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

C. The Contractor 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, unless authorized by COMMERCE.

D. The Contractor further agrees by signing this Contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower

Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. 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.

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

23. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

24. DOMESTIC VIOLENCE HIGH RISK TEAM REQUIREMENTS

As a condition of grant funding, the Contractor, and any subrecipient at any tier, will participate in activities related to the community Domestic Violence High Risk Team project. This includes, as required by Commerce and/or The Geiger Institute:

- Attending and participating in technical assistance calls,
- Attending and participating in training,
- Attending and participating in domestic violence high risk team meetings, and
- Providing data as requested.

25. FRAUD AND OTHER LOSS REPORTING

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

26. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 15% of Modified Total Direct Costs (MTDC) may be used.

27. INSURANCE

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

28. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING

The Contractor agrees that Contract funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

29. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP)

The Contractor agrees that Contract funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

30. NON-SUPPLANTION

The Contractor agrees that Contract funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Contract.

31. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Contractor, any subgrantee at any tier, or a program partner or participant receiving Contract funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Contractor, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Contract activity supported with a Grant in which U.S. Department of Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

32. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

33. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Contractor, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

34. POLITICAL ACTIVITIES

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

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

35. REPORTING

Contractors must collect and maintain data that measure the performance and effectiveness of work done under this Contract.

If providing direct services or outreach, the Contractor shall submit data quarterly in the InfoNet data collection system, relative to the provision of FY 2027 Domestic Violence High Risk Team Program

services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Contractor shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Contractor shall maintain documentation and records that support the data reported in InfoNet.

The Contractor shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Contractor shall notify the Department Program Coordinator for this Contract when an employee is no longer authorized to access the InfoNet system.

Alternative reporting methods are subject to the approval of the Representative for Commerce.

The Grantee shall submit progress reports electronically on a form or in the system provided by COMMMERCE for the services or program activities funded through this Grant. The reports shall be inclusive of the work performed by any subgrantees.

For the performance period July 1, 2026 – December 31, 2026, the report is due to COMMERCE January 31, 2027.

For the performance period January 1, 2027 – June 30, 2027, the report is due to COMMERCE July 31, 2027.

The Grantee and any subgrantees shall maintain documentation and records that support the progress report.

Domestic Violence High Risk Team: The Grantee shall submit progress reports and requested data electronically on a form or in the system provided by COMMERCE and/or The Geiger Institute on the Domestic Violence High Risk Team project.

36. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

The Contractor and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

37. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Contractor (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual

or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

38. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractors, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by Grantees and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

39. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No Contractor or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in Page: 9 of 20 accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the Contractor –

i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the Contractor does or is authorized under this award to make subawards (subgrants), procurement contracts, or both –

i. it represents that—

a. it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

40. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Contractor, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The Contractor, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the Contractor, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a Contractor (or subrecipient) would or might fall within the scope of these prohibitions, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

41. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Contractors are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

42. SUBCONTRACTOR DATA COLLECTION

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

43. VAWA 2013 NONDISCRIMINATION CONDITION

The Contractor agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

Washington State Department of Commerce

44. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A – Award Acceptance
- Attachment B – Scope of Work
- Attachment C – Budget
- Attachment D – Federal Funds Checklist
- General Terms and Conditions
- FY 2027 Domestic Violence High Risk Team Program Application for Funding as submitted and approved by COMMERCE

Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

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

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

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

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.

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

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000.

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

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

H. "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.

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

J. "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

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

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

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within twenty-four hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject

at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING/SUBGRANTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

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

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

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

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

21. WAIVER

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

Docusign Envelope ID: 114A793D-1A6D-83AA-808F-3A330859E90F

Attachment A: Award Acceptance

By signing the certification below, I--

A. Declare to the U.S. Department of Justice (DOJ), and Department of Commerce (COMMERCE) under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:

- **i.** I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
- **ii.** I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:

- **i.** I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
- **ii.** I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Spokane Police Department
Agency Name

Kevin Hall — Chief of Police

Signed by:
Kevin Hall
19EC1BC3616B489...

Name of Authorized Official | Title of Authorized Official

Signature of Authorized Official | 7/8/2026 | 2:22 PM PDT
Date

Washington State Department of Commerce

Attachment B: Scope of Work

Spokane Police Department shall provide staff and furnish goods and services necessary to accomplish the activities under the Domestic Violence High Risk Team (DVHRT) Grant Program during the Contract period.

This Contract is not a Benefit or Entitlement to the Contractor. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Contract is to provide funding for Spokane Police Department to accomplish a public purpose.

Funding from this Contract must be used to support the services outlined and approved in the Contractor's Domestic Violence High Risk Team Grant Program funding application.

Services provided must be consistent with current state and federal laws and mandates.

Domestic Violence High Risk Team

The Contractor will meet with the other recipients of Domestic High Risk Team Grant Program funding in their community to, as applicable:

- receive training and technical assistance, and develop and implement policies and protocols on the:
  - Danger Assessment,
  - Danger Assessment for Law Enforcement, and
  - Domestic Violence High Risk Team model.

The Contractor, and any Subgrantees, if applicable, will submit progress reports as indicated in Section 35 – Reporting. Noncompliance may result in suspension of payments to Contractor under this Contract.

Victim Safety and Recovery

The Contractor and Subgrantees, if applicable, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:

A. Procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children.

B. Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

C. Procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.).

D. Procedures or policies that fail to ensure service providers conduct safety planning with victims;

E. Project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing;

F. Or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Washington State Department of Commerce

Deliverables

The Contractor shall be responsible for the following deliverables:

A. Submit data to The Geiger Institute to assist in determining case volume, as requested

a. May include total domestic violence or intimate partner calls for service monthly and/or annually

B. Submit materials such as domestic violence reporting forms or supplementals to The Geiger Institute, as requested

C. Submit to The Geiger Institute and Commerce mandatory internal policy/ies and/or protocol/s on administering the Danger Assessment for Law Enforcement (DA-LE). Policy/protocol will include at minimum:

a. When administration shall occur,

b. Response procedure/protocol to high-risk DA-LEs, including the connection to victim services,

c. Information on how high-risk DA-LEs will be sent to the victim services partner,

d. Information on how high-risk DA-LEs will travel to the prosecutor's office, and

e. Incorporate recommendations and revision made by The Geiger Institute.

D. List of staff at each DA-LE training and date training was completed

E. Submit to Commerce Memorandum of Understanding signed by all DVHRT partners by June 15, 2027

F. Hold first DVHRT meeting by June 30, 2027

G. Reports – As described in the Special Terms and Conditions

H. Vouchers – Must be submitted at least quarterly

Performance Measures

Contractor performance will be measured based on the following:

A. Attendance by DVHRT representative or backup representative (as indicated in Application) at all Phase 1: Orientation and Assessment calls

B. Attendance by DVHRT representative or backup representative (as indicated in Application) at all Phase 2: Danger Assessment for Law Enforcement Implementation calls

C. Attendance by DVHRT representative or backup representative (as indicated in Application) at all Phase 4: Operations Training & Technical Assistance calls

D. Internal trainer/s for DA-LE Train-the-Trainer training identified and finalized by January 31, 2027

E. DA-LE Train-the-Trainer and DA-LE Officer training date/s identified and finalized by January 31, 2027

F. All applicable law enforcement personnel trained within six weeks of Train-the-Trainer event

G. First community DVHRT meeting by June 30, 2027

H. 100% of deliverables provided within two weeks of Commerce request

I. 100% of required reports will be submitted on time

J. 90% of vouchers will be completed on time

Washington State Department of Commerce

Attachment C: Budget

Salaries	$134,628.00
Benefits	$32,715.00
Goods and Services	$6,557.00
Indirect	$26,100.00
Project Total	**$200,000.00**
State Match	$50,000.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Contract activity usage. Equipment authorized to be purchased with Contract funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. **Equipment must also be purchased within the first quarter of the Contract.**

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with Contract funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. **If approved, the printing must be completed within the first three (3) months of the Contract.**

Food and Beverage Costs: The Contractor agrees Contract funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day without prior approval from OCVA. **Contractors are required to maintain documentation to support all daily or hourly rates.**

Washington State Department of Commerce

Attachment D: Federal Funds Checklist

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Spokane City of
(ii) Subrecipient's unique entity identifier;	PDNCLY8MYJN3
(iii) Federal Award Identification Number (FAIN);	15JOVW-23-GG-00608-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2023
(v) Subaward Period of Performance Start and End Date;	07/01/2026 to 06/30/2027
(vi) Subaward Budget Period Start and End Date;	07/01/2026 to 06/30/2027
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	*Subrecipient – reference your records.*
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	*Subrecipient – reference your records.*
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	16.00%

Washington State Department of Commerce

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Spokane City of
(ii) Subrecipient's unique entity identifier;	PDNCLY8MYJN3
(iii) Federal Award Identification Number (FAIN);	15JOVW-24-GG-00552-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2024
(v) Subaward Period of Performance Start and End Date;	07/01/2026 to 06/30/2027
(vi) Subaward Budget Period Start and End Date;	07/01/2026 to 06/30/2027
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$150,000.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	*Subrecipient – reference your records.*
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	*Subrecipient – reference your records.*
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	16.00%

Washington State Department of Commerce

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Spokane City of
(ii) Subrecipient's unique entity identifier;	PDNCLY8MYJN3
(iii) Federal Award Identification Number (FAIN);	15JOVW-25-GG-00064-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/18/2025
(v) Subaward Period of Performance Start and End Date;	07/01/2026 to 06/30/2027
(vi) Subaward Budget Period Start and End Date;	07/01/2026 to 06/30/2027
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	*Subrecipient – reference your records.*
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	*Subrecipient – reference your records.*
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	16.00%

Docusign Envelope ID: 114A793D-1A6D-83AA-808F-3A330859E90F

Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Ashley-Nicole Storey	Grant Manager	Proofed documents	7/8/2026 | 1:36 PM PDT
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	7/8/2026 | 1:55 PM PDT
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	7/8/2026 | 2:03 PM PDT

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	**Title:**	**I verify that I have:**	**Date:**
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: 114A793D-1A6D-83AA-808F-3A330859E90F
Status: Sent
Subject: OCVA: Spokane Police Department: SFY 27 DVHRT | 27-31103-006
Division:
Community Services and Housing
Program: OCVA
ContractNumber: 27-31103-006
DocumentType: Contract
Source Envelope:
Document Pages: 31
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Lupe Mendoza
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
lupe.mendoza@commerce.wa.gov
IP Address: 147.55.134.68

Record Tracking

Status: Original
7/8/2026 1:26:33 PM
Holder: Lupe Mendoza
lupe.mendoza@commerce.wa.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ashley-Nicole Storey Ashley-Nicole.Storey@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 174.231.133.54 Signed using mobile	Sent: 7/8/2026 1:31:22 PM Viewed: 7/8/2026 1:35:33 PM Signed: 7/8/2026 1:36:43 PM
Jodine Honeysett jodine.honeysett@commerce.wa.gov VAWA Section Manager, OCVA Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.239.106.205	Sent: 7/8/2026 1:36:44 PM Viewed: 7/8/2026 1:54:13 PM Signed: 7/8/2026 1:55:21 PM
Trisha Smith trisha.smith@commerce.wa.gov Managing Director WA State Dept of Commerce Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.238.29.53	Sent: 7/8/2026 1:55:23 PM Viewed: 7/8/2026 2:03:18 PM Signed: 7/8/2026 2:03:24 PM
Kevin Hall khall@spokanepolice.org Chief of Police Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 2:17:01 PM ID: 1154b146-25e1-4b97-9d32-2a356166fba6	Signed by:  19EC1BC3616B489... Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 7/8/2026 2:03:26 PM Viewed: 7/8/2026 2:17:01 PM Signed: 7/8/2026 2:22:04 PM

Signer Events	Signature	Timestamp
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov .Assistant Director, Commerce Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/8/2026 2:22:05 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 1:31:22 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/16/2026

Date Rec'd	8/17/2026
Clerk's File #	OPR 2026-0768
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	SPOKANE UNITED 911 NETWORK
Contact Name/Phone	MIKE FORBES 509-435-7029
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	TABLET COMMAND CONTRACT AMENDMENT W/ COST

Agenda Wording

Approval of a contract amendment with Tablet Command, Inc. for the addition of two-way Computer-Aided Dispatch (CAD) integration, associated software licenses, implementation and training services, and renewal of Tablet Command software and services for a three-year term from January 1, 2027 through December 31, 2029, in a total amount not to exceed $260,634.

Summary (Background)

SFD currently utilizes Tablet Command to support emergency response operations and provide field personnel with mobile access to CAD information. This amendment adds two-way CAD integration, expanded licensing, implementation and training, and renews services for a three-year term from January 1, 2027 through December 31, 2029. The total three-year cost is $260,634, including $16,000 in one-time implementation and training costs.

What impacts would the proposal have on historically excluded communities?

Tablet Command improves apparatus routing and situational awareness on every call, benefiting all neighborhoods and populations equally regardless of demographics. No adverse or disparate impacts on historically excluded communities are 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?

The software itself does not collect demographic data; any disparity analysis would need to pair Tablet Command's response-time/location data with existing CAD and census data by geographic area. This would require a separate analysis process outside the tool.

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

Effectiveness will be measured through response time metrics, unit tracking accuracy, and incident outcome data already captured in CAD/RMS, compared pre- and post-implementation.

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

Aligns with public safety and infrastructure goals in the Comprehensive Plan and supports Capital Improvement Program priorities around emergency response technology.

Council Subcommittee Review

NA

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 260634.00
Current Year Cost	$ 93600.00
Subsequent Year(s) Cost	$ 167034.00

Narrative

Current year cost billed 12/1/26 and includes implementation fees and user fees for 2027. Future years 2028=$81,480, 2029=$85,554. Total cost for 3 years: $260,634.

Amount		Budget Account
Expense	$ 93600.00	# 5901-79226-94280-56406
Expense	$ 81480.00	# 5901-79226-94280-56406
Expense	$ 85554.00	# 5901-79226-94280-56406
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.)

NA

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.		
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	HAACK, KELLY A.		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Will Pigeon will@tabletcommand.com	scwilliams@spokanecity.org
mforbes@spokanecity.org	dfredrickson@spokanecity.org
emcnamara@spokanecity.org	thom@tabletcommand.com
kahaack@spokanecity.org	escott@spokanecity.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department
Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: certs@newfront.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Underwriters at Lloyd's, London
INSURED Tablet Command, Inc. 1212 Broadway Plaza, Suite 2100 Walnut Creek CA 94596	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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		ESO0940617881	12/15/2025	12/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 6,000,000 $ 250,000 $ 10,000 $ 6,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ESO0940617881	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 6,000,000 $ $ $
	[ ] 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	 $ $ $
A	E&O and Cyber Liability			ESO0940617881	12/15/2025	12/15/2026	Aggregate Each Claim	$5,000,000 $5,000,000

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

City of Spokane is included as an additional insured as required by a written contract with respect to General Liability.

CERTIFICATE HOLDER

City of Spokane

808 W Spokane Falls Blvd
Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

   If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

   a. notify the **claims managers** as soon as is reasonably practicable (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, in respect of INSURING CLAUSES 1 and 6 (SECTION G only), this notification must be made no later than the end of any applicable extended reporting period;
   b. in respect of INSURING CLAUSE 4, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
   c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

   In respect of INSURING CLAUSES 1 and 6 (SECTION G only), if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

   We require **you** to provide full details of the incident, including but not limited to:

   a. the time, place and nature of the incident;
   b. the manner in which **you** first became aware of this incident;
   c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
   d. the identity of the potential claimant; and
   e. an indication as to the size of the claim that could result from this incident.

   In respect of INSURING CLAUSES 2, 3, 4 and 5, if **you** discover a **cyber event you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional insureds

   We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants'

CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority
©1999-2024 CFC Underwriting Ltd, All Rights Reserved

costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority
©1999-2024 CFC Underwriting Ltd, All Rights Reserved

ADDITIONAL INSURED CLAUSE (SPECIFIED THIRD PARTY)

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: Tablet Command Inc
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The following **DEFINITION** is added:

   "**Additional insured**" means:

   City of Lodi
   221 West Pine Street
   Lodi
   95240

   City of Fort Lauderdale
   Procurement Services Division
   100 N. Andrews Avenue, Suite 619
   Fort Lauderdale
   33301

   The City of Ontario, its officials, officers, employees, agents and volunteers
   (Effective From: 15 Sep 2021)
   303 East B Street
   Ontario
   91763
   US

   East Bay Regional Parks (Effective 17 Oct 2024)
   East Bay Regional Park District
   7930 Lake Chabot Road
   Castro Valley, CA 94546
   US

   Lodi Fire Department (Effective 17 Oct 2024)
   210 W. Elm Street
   Lodi, CA 95240
   US

   City of San Jose- Finance Department Risk & Insurance (Effective 17 Oct 2024)
   200 East Santa Clara St
   14th Floor
   San Jose, CA 95113
   US

   City of Vacaville Fire Department (Effective 17 Oct 2024)

©1999-2025 CFC Underwriting Limited. All rights reserved.

650 Merchant Street
Vacaville, CA 95688
US

The Corporation of the Town of Whitby (Effective 17 Oct 2024)
575 Rossland Road East
Whitby, ON L1N 2M8
Canada

City of Spokane (Effective 17 Oct 2024)
808 W. Spokane Falls Blvd
Spokane, WA 99201
US

City of Napa (Effective 17 Oct 2024)
1600 Clay Street
Napa, CA 94559
US

City of Troy Michigan Fire Department (Effective 17 Oct 2024)
500 West Big Beaver Road
Troy, MI 48084
US

Florida Fire Chiefs' Association (Effective 17 Oct 2024)
221 Pinewood Dr
Tallahassee, FL 32303
US

County of Monterey - ECD (Effective 21 Oct 2024)
1322 Natividad Road
Salinas, CA 93906
US

City of Fort Lauderdale (Effective 23 Oct 2024)
101 NE 3rd Ave.
Suite 1650
Fort Lauderdale, FL 33301
US

City of Pembroke Pines (Effective 23 Oct 2024)
601 City Center Way
Pembroke Pines, 33025 33025
US

City of Santa Monica, Risk Management Division - Certificates (Effective 29 Oct 2024)
1685 Main Street
Santa Monica, CA 90401
US

City of Murrieta, CA (Effective 29 Oct 2024)

©1999-2025 CFC Underwriting Limited. All rights reserved.

1 Town Square
Murrieta, CA 92562
US

Contra Costa County Fire Protection District (Effective 29 Oct 2024)
4005 Port Chicago Hwy
Ste 250
Concord, CA
US

The City of Santa Clara c/o Insurance Data Services (Effective: 02 Jan 2025)
PO Box 100085 - S2
Duluth, GA 30096
US

City Of Berkeley
2100 Martin Luther King Jr Way
Berkeley, CA 94707
US

2. In respect of the "Additional insureds" **CONDITION**, **additional insureds** are included as a **third party**.

3. The following **CONDITION** is added:

   Notice of cancelation to additional insureds

   If **we** give **you** notice of cancelation in accordance with the "Cancelation" **CONDITION**, **we** will endeavor to provide the same notice of cancelation to the **additional insureds**; however, not doing so will not place any additional liability upon **us**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

©1999-2025 CFC Underwriting Limited. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03-17-2026

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:	
CAC Specialty, LLC 250 Filmore Street, Suite 450 Denver, CO 80206	PHONE (A/C, No, Ext)	FAX (A/C, No):
	E-MAIL ADDRESS: S1Risk@sequoia.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A: AIU INSURANCE COMPANY	19399
INSURED	**INSURER B:**	
Sequoia One PEO, LLC. Alt Emp: Tablet Command, Inc. 1033 W. Roosevelt Way, 3rd Floor Tempe, AZ 85288	**INSURER C:**	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGE **CERTIFICATE** **REVISION**

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKER'S 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		051133510	4/1/2026	4/1/2027	X PER STATUTE ☐ Other	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Client Coverage Effective Date:	4/1/2026	4/1/2027	Client # 1682-CA	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Tablet Command, Inc.
1212 Broadway Plaza
Ste 2100
Walnut Creek, CA 94596

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



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

License Information:

New search Back to results

Entity name: TABLET COMMAND, INC.

Business name: TABLET COMMAND INC

Entity type: Profit Corporation

UBI #: 604-935-262

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1212 BROADWAY PLZ
STE 2100
WALNUT CREEK CA 94596-5129

Mailing address:
1212 BROADWAY PLZ
STE 2100
WALNUT CREEK CA 94596-5129

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
Spokane General Business - Non-Resident				Active	Jul-31-2027	Jul-25-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BOZZO, ANDREW	
GIBSON PIGEON, WILLIAM	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
TABLET COMMAND INC	Active	Aug-03-2022

The Business Lookup information is updated nightly. Search date and time: 8/11/2026 7:20:26 PM

Contact us

How are we doing?
Take our survey!

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

Tablet Command

Quote

City of Spokane - 2027 Renewal with 2-way Upgrade v3

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
United States

Tablet Command, Inc.
1212 Broadway Plaza
Suite 2100
Walnut Creek, CA 94596
United States

Mike Forbes
Special Operations Coordinator
mforbes@spokanecity.org
509.435.7029

Sales Person:
Thom Woodward
thom@tabletcommand.com
877-998-2639

Quote created: March 9, 2026
Quote expires: October 31, 2026

Total **$93,600.00**

Products & Services

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
CAD Integration Install/Configure (2-Way) ONE TIME FEE	1	$6,000.00		$6,000.00
User Training - On Site (per Day) ONE TIME FEE	4	$2,500.00		$10,000.00
CAD Interface License (2-Way)	1	$8,000.00 / year		$8,000.00 / year for 3 years
Agency License (2-Way)	1	$2,750.00 / year		$2,750.00 / year for 3 years

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
Staffing to TC Interface License	1	$1,000.00 / year		$1,000.00 / year for 3 years
TC Mobile Users 51-1000 (Phone)	1	$3,750.00 / year		$3,750.00 / year for 3 years
Pro License (Tablet)	63	$500.00 / year		$31,500.00 / year for 3 years
Pro License (CARES)	9	$250.00 / year		$2,250.00 / year for 3 years
Manage	63	$50.00 / year		$3,150.00 / year for 3 years
User Status to CAD	72	$200.00 / year		$14,400.00 / year for 3 years
Location to CAD	72	$150.00 / year		$10,800.00 / year for 3 years

SUMMARY	
Annual subtotal	$77,600.00
One-time subtotal	$16,000.00

Total	**$93,600.00**

Comments

Service Term: 1/1/2027 - 12/31/2029 with annual installment payments subject to a 5% increase, not to exceed Tablet Command standard license subscription fees:

- Payment 1 - $93,600
  - $16000 one time fees
  - $77,600 software subscription fees;
- Payment 2 - $81,480 software subscription fees;
- Payment 3 - $85,554 software subscription fees.

Customer may add services and software license types at any time, to be invoiced separately.

Purchase terms

Net 30 days.

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

SOLE SOURCE JUSTIFICATION

Software License - Tablet Command

D[illegible] S[illegible]

R[illegible]

8,175

E[illegible]

04/01/2025-12/31/2025

[illegible]

Fire Mike Forbes 509-435-7029

D[illegible]

04/01/2025 N/A

D[illegible]

Already in use, Contract in place

D[illegible]

Fire Department Facilities and Apparatus

[illegible]

Already in use, contract in place

D[illegible]

Please provide the following information in order to document justification of a sole source purchase.

1. [illegible]

Tablet Command (TC) is a software used by the Fire Department as a mobile data terminal within apparatus in iPads, iPhones, and laptop computers. In October of 2025 it is anticipated that a new dispatch software, Hexagon, will be implemented for dispatching of emergency calls. In 2024, participating agencies in the regional dispatch center, SREC, met with 3 vendors for presentations of software platforms that will be compatible and supported by the Hexagon dispatch software. Those 3 vendors were TC, Streetwise (SW), and Hexagon. At the end of the presentations, 2 software platforms were chosen to be options for agencies, TC and SW. In 2024, the SFD evaluated the SW and TC platforms. A contract for a trial was established with TC and during that period, SFD decided to move forward with TC as the preferred vendor. While both SW and TC provide similar functionality, TC provided 2 distinct differences that are key for the selection of TC: 1) TC offers an incident management interface within the platform. This includes apparatus tracking, personnel tracking, accountability of resources, customizable templates for incident types, and checklist reminders. These features are not included in SW and were deemed essential for operational needs of the SFD. 2) TC supports unlimited map layers through an ArcGIS interface the city currently uses. SW supports up to 4 layers that SW hosts making updates and real-time interaction not possible.

□□ E□□□□□□□ □ □□□ □□□□□ □□r□□□□ □r□□d□r□□□□□□□□r□□r □ □□□□□□□□□□r□r □□□ □□□□ □□□□□ □r□□□□□□□□□

Tablet Command, Inc.

1212 Broadway Plaza, Suite 2100 Walnut Creek, CA 94596

Thom Woodward 877-998-2639

03/20/2025

Date

Date

Date

Date

City Clerk's No. OPR 2025-0699

CITY OF SPOKANE

CONTRACT AMENDMENT / EXTENSION

Title: **INCIDENT MANAGEMENT SOFTWARE**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TABLET COMMAND, INC**., whose address is 1212 Broadway Plaza, Suite 2100, Walnut Creek, California 94596, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide software licenses for Tablet Command Software; and

WHEREAS, the parties have agreed to a multi-year term and with additional services, 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 November 24, 2025 and December 1, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment / Extension shall become effective on September 1, 2026 and shall run through December 31, 2029.

3. AMENDMENT.
The Scope of Work in the original Contract is amended in accordance with Company's Quote attached hereto; and

11. INSURANCE.

D. ~~**Cyber Security Insurance** with a combined single limit, or the equivalent of, not less than $5,000,000.~~ **Technology E&O/Cyber Insurance:** Company shall

maintain insurance in the amount of $5,000,000 aggregate limits for the duration of the contract..

4. COMPENSATION.

The City shall pay additional amounts as follows:

Year one - 93,600.00 ($16,000.00 one-time fee plus $77,600.00 Software subscription fee);
Year Two - $81,480.00 Software subscription fee; and
Year Three - $85,554.00 Software subscription fee.

These amounts are plus applicable sales tax, and in accordance with Company's Quote, 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.

TABLET COMMAND, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Company's Quote

26-226

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Reports, Contracts & Claims **Council Meeting Date:** 09/16/2026		**Date Rec'd**	8/26/2026
		Clerk's File #	OPR 2026-0769
		Cross Ref #	
		Project #	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JAKE JENSEN 370-0303	**Requisition #**	
Contact E-Mail	JJENSEN@SPOKANEPOLICE.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 BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE		

Agenda Wording

Grant acceptance of $186,312 through the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Summary (Background)

SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. Funding will be directed toward the purchase of replacement ballistic vests for those approaching expiration, as well as new tactical entry vests, ballistic plates, carriers, and pouches for specialized units, including SWAT, HNT, and SIU.

What impacts would the proposal have on historically excluded communities?

SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. These equipment investments are critical to maintaining operational readiness and ensuring the continued safety of both officers and the community they serve.

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 JAG requirements.

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

Data evaluating program effectiveness will be submitted in accordance to grant requirements. This review will ensure adequate analysis of program success.

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?	NO
Total Cost	$ 186,312.00
Current Year Cost	$ 186,312.00
Subsequent Year(s) Cost	$

Narrative

The City of Spokane will receive $186312 which consists of $83,839.95 for the city, fifty percent (50%) of the total award and $18,631.10 for administrative costs. Spokane County will receive the remaining 83,839.95

Amount		Budget Account
Revenue	$ 186,311.00	# 1620-91849-99999-33116-99999
Expense	$ 83,839.95	# 1620-91849-21250-54201-99999
Expense	$ 102,471.05	# 1620-91849-21250-53205-99999
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	HAACK, KELLY A.		
Legal	FAIRBORN, KATHERINE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Dan Waters dwaters@spokanepolice.org
grants@spokanecity.org	

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD
City, State and Zip:	SPOKANE, WA 99201
Recipient UEI:	PDNCLY8MYJN3
Project Title: JAG FY2025 - City of Spokane, City of Spokane Valley, and Spokane County Enhancement and Expansion of Law Enforcement and Prosecution Programs	**Award Number:** 15PBJA-25-GG-03472-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $186,311.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/28

Project Description:

According to the 2025 Washington State JAG Allocations, the total amount of funding available to Spokane County, the City of Spokane and the City of Spokane Valley is $186,311.00. Based upon the allocated funding a new MOU has been created between the City of Spokane and Spokane County. The MOU sets forth the following: the City of Spokane will receive $102,471.05, which consists of $83,839.95, fifty percent (50%) of the total award and $18,631.10 for administrative costs. Spokane County will receive $83,839.95, representing 50% of the award. The funding received by Spokane County will be split between the Sheriff's Office and the Prosecutor's Office, in equal shares of $41,919.98.

City of Spokane Projects

Allocated funding for the City of Spokane Police Department (SPD) will be $102,471.05. SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. Funding will be directed toward the purchase of replacement ballistic vests for those approaching expiration, as well as new tactical entry vests, ballistic plates, carriers, and pouches for specialized units, including SWAT, HNT, and SIU. The estimated cost for replacement ballistic vests is $56,000, the estimated cost for tactical entry vests is $40,000, and the estimated cost for ballistic plates, carriers, and pouches is $7,000. These equipment investments are

critical to maintaining operational readiness and ensuring the continued safety of both officers and the community they serve.

Spokane County Projects

Funding awarded through the 2025 JAG program will be used to purchase equipment which will enhance the safety and capacity of the Spokane County Sheriff's Office (SCSO) and Spokane Valley Police Department (SVPD) to respond both proactively and reactively to crime in the community.

Equipment – Spokane County Sheriff's Office: Allocated funding for the Spokane County Sheriff's Office will be $20,959.99. The Spokane County Sheriff's Office (SCSO) will apply the JAG FY 2025 funding to purchase: an Unmanned Aircraft System for patrol operations, costing $20,959.99 including tax.

Equipment – SVPD: Allocated funding for the Spokane County Sheriff's Office will be $20,959.99. The Spokane County Sheriff's Office (SCSO) will apply the JAG FY 2025 funding to purchase: an Unmanned Aircraft System for patrol operations, costing $20,959.99 including tax.

Prosecution: Spokane County Prosecutor's Office will use funding for the Prosecution and Court Programs purpose area of the grant. Funding will be used to fill a support staff position that will be invaluable to the prosecutors in their preparation and prosecution of property and drug crimes during the award period. This staff support personnel will assist attorneys involved in the prosecution of property and/or drug crimes by setting dates for hearing and motions, monitor the custody status of defendants, generate necessary court documents for charging, trial preparation and sentencing, and conduct some legal research. This position is fundamental to the operations of the Spokane County Prosecutor's Office and for the effective and efficient prosecution of cases in the City of Spokane and across Spokane County. Allocated funding for the staff position in the Prosecutor's Office will be $41,919.98

In addition, the funding will be used to support a position in the Spokane County Prosecuting Attorney's Office. This position would be responsible for generating all documents for trial, court, and attorney scheduling as well as data entry into a specialized case management system.

Award Letter

July 31, 2026

Dear Lisa Brown,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $186,311.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any

resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
PDNCLY8MYJN3

Street 1
808 W SPOKANE FALLS BLVD

Street 2

City
SPOKANE

State/U.S. Territory
Washington

Zip/Postal Code
99201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03472-JAGX

Supplement Number
00

Federal Award Amount
$186,311.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14617206

Grant Manager Name
Latanza Wilson

Phone Number
202-598-9686

E-mail Address
Latanza.Wilson@usdoj.gov

Project Title
JAG FY2025 - City of Spokane, City of Spokane Valley, and Spokane County Enhancement and Expansion of Law Enforcement and Prosecution Programs

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2028

Budget Period Start Date
10/01/2024

Budget Period End Date
09/30/2028

Project Description

According to the 2025 Washington State JAG Allocations, the total amount of funding available to Spokane County, the City of Spokane and the City of Spokane Valley is $186,311.00. Based upon the allocated funding a new MOU has been created between the City of Spokane and Spokane County. The MOU sets forth the following: the City of Spokane will receive $102,471.05, which consists of $83,839.95, fifty percent (50%) of the total award and $18,631.10 for administrative costs. Spokane County will receive $83,839.95, representing 50% of the award. The funding received by Spokane County will be split between the Sheriff's Office and the Prosecutor's Office, in equal shares of $41,919.98.

City of Spokane Projects

Allocated funding for the City of Spokane Police Department (SPD) will be $102,471.05. SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. Funding will be directed toward the purchase of replacement ballistic vests for those approaching expiration, as well as new tactical entry vests, ballistic plates, carriers, and pouches for specialized units, including SWAT, HNT, and SIU. The estimated cost for replacement ballistic vests is $56,000, the estimated cost for tactical entry vests is $40,000, and the estimated cost for ballistic plates, carriers, and pouches is $7,000. These equipment investments are critical to maintaining operational readiness and ensuring the continued safety of both officers and the community they serve.

Spokane County Projects

Funding awarded through the 2025 JAG program will be used to purchase equipment which will enhance the safety and capacity of the Spokane County Sheriff's Office (SCSO) and Spokane Valley Police Department (SVPD) to respond both proactively and reactively to crime in the community.

Equipment – Spokane County Sheriff's Office: Allocated funding for the Spokane County Sheriff's Office will be $20,959.99. The Spokane County Sheriff's Office (SCSO) will apply the JAG FY 2025 funding to purchase: an Unmanned Aircraft System for patrol operations, costing $20,959.99 including tax.

Equipment – SVPD: Allocated funding for the Spokane County Sheriff's Office will be $20,959.99. The Spokane County Sheriff's Office (SCSO) will apply the JAG FY 2025 funding to purchase: an Unmanned Aircraft System for patrol operations, costing $20,959.99 including tax.

Prosecution: Spokane County Prosecutor's Office will use funding for the Prosecution and Court Programs purpose area of the grant. Funding will be used to fill a support staff position that will be invaluable to the prosecutors in their preparation and prosecution of property and drug crimes during the award period. This staff support personnel will assist attorneys involved in the prosecution of property and/or drug crimes by setting dates for hearing and motions, monitor the custody status of defendants, generate necessary court documents for charging, trial preparation and sentencing, and conduct some legal research. This position is fundamental to the operations of the Spokane County Prosecutor's Office and for the effective and efficient prosecution of cases in the City of Spokane and across Spokane County. Allocated funding for the staff position in the Prosecutor's Office will be $41,919.98

In addition, the funding will be used to support a position in the Spokane County Prosecuting Attorney's Office. This position would be responsible for generating all documents for trial, court, and attorney scheduling as well as data entry into a specialized case management system.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more

requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which

contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal

funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds

who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may

not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal

law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with

respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain” in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside” the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in

para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means “criminal alien.”
(2) The term “juvenile offender” means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded

satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in

place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 63
Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until BJA has reviewed and approved the required Memorandum of Understanding (MOU), and an Award Condition Modification (ACM) has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/30/26 3:29 AM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/16/2026

Date Rec'd	8/24/2026		
Clerk's File #	ORD C36931		
Cross Ref #			
Project #			
Submitting Dept	MUNICIPAL COURT	**Bid #**	
Contact Name/Phone	SARAH 509-625-4146	**Requisition #**	
Contact E-Mail	STHOMPSON@SPOKANECITY.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	SPECIAL BUDGET ORDINANCE – SMITH BARBIERI 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 spend a mid-year Smith-Barbieri Progressive Fund grant award, and declaring an emergency.

Summary (Background)

This is a mid-year grant award from the Smith Barbieri Progressive Fund in the amount of $10,000. Municipal Court received funding to support the therapeutic court programs. The award includes funding for basic need support: hygiene products, clothing, shoes, snacks, water, backpacks, warming and cooling specific items, etc.

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?

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	$ 10,000
Current Year Cost	$ 10,000
Subsequent Year(s) Cost	$ 0

Narrative

This funding is to support basic needs. There are not any positions associated with this funding.

Amount		Budget Account
Revenue	$ 10,000	# 1360-91338-99999-36711-99999
Expense	$ 5,000	# 1360-91338-12510-53201-99999
Expense	$ 5,000	# 1360-91338-12510-53202-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No

Expense Occurrence	One-Time

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

No match required

Approvals		Additional Approvals	
Dept Head	HARTE, AMY	MANAGEMENT &	MILLER, JACOB
Division Director	O'SULLIVAN, KRISTIN	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	DANIELS, DERREK		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

Sarah Thompson sthompson@spokanecity.org	Danil Tyurin dtyurin@spokanecity.org

ORDINANCE NO C36931

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 SPEND A MID-YEAR SMITH-BARBIERI PROGRESSIVE FUND GRANT AWARD, 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 $10,000.
A) Of the increased revenue, $10,000 is provided solely for receipt of award from the Smith-Barbieri Progressive Fund on behalf of Municipal Court.

2) Increase appropriation by $10,000.
A) Of the increased appropriation, $5,000 is provided solely for operating supplies.
B) Of the increased appropriation, $5,000 is provided solely for clothing.

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 being awarded a mid-year grant from the Smith-Barbieri Progressive 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:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Discussion **Council Meeting Date:** 09/16/2026		**Date Rec'd**	8/25/2026
		Clerk's File #	ORD C36932
		Cross Ref #	
		Project #	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JACQUI 4109	**Requisition #**	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O		
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 – CRIMINAL JUSTICE TRAINING COMMISSION		

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 account for increased cost and revenue for Basic Law Enforcement Academies (BLEA) for 2026, and declaring an emergency.

Summary (Background)

Request approval to increase budgeted expenses and revenue to accommodate increased Washington State Criminal Justice Training Commission (WSCJTC) costs. The Washington State Criminal Justice Training Commission (WSCJTC) provides basic law enforcement academy (BLEA) services to Spokane Police Department. Effective July 1st 2026, the cost Spokane Police Department (SPD) pays for one recruit increased from $4,190 to $7,395 plus tax. SPD expects approximately $100,000 in unbudgeted recruit expenses to 2026 year-end. SPD provides a Sergeant, an Officer, and the facilities for these academies; WSCJTC reimburses the personnel costs, facilities costs, and training for instructors. As of mid-August 2026, revenue received from WSCJTC has outpaced budget and is anticipated to exceed budget by $260,000 by 2026 year-end.

What impacts would the proposal have on historically excluded communities?

The proposal has a net positive impact on historically excluded communities by ensuring that Spokane recruits are trained locally under the modern WSCJTC "guardian model" of policing, which prioritizes de-escalation, public trust, and community safety. Funding this program supports state-mandated training curriculums—including the WSCJTC LGBTQ+ Core Competency that directly instruct officers on gender identity, expression, and respectful terminology. By funding the local academy, Spokane ensures its incoming officers receive rigorous, inclusive instruction designed to mitigate systemic disparities and improve police interactions with

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 recruitment pipelines and state-level tracking. WSCJTC actively manages recruit profiles through the WSCJTC Acadis Portal and maintains a comprehensive WSCJTC Certification Database to track officer conduct and agency hires. Furthermore, compliance and equitable outcomes are cross-referenced with state-level mandates via the quarterly WSCJTC LETCSA Data Report, which ensures transparency by validating law enforcement training, certifications, and systemic trends across demographic intersections.

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

Program effectiveness and strategic alignment will be continuously validated using objective performance, pass-rate, and regional retention metrics. WSCJTC's Basic Law Enforcement Academy (BLEA) curriculum is uniquely qualified as the first in the country to achieve IADLEST National Certification, providing an independent, research-backed benchmark for evaluation. SPD will measure internal effectiveness by monitoring recruit success rates on the Physical Ability Test (PAT), graduation rates from the Spokane academy, subsequent field training officer (FTO) evaluations, and long-term retention numbers to confirm that

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 directly aligns Spokane's overarching civic policies by strengthening public safety infrastructure, regional resilience, and fiscal responsibility. While it does not heavily intersect with the environmental aspects of the Sustainability Action Plan, it fulfills the City Council's legislative intent to optimize public resources by fully offsetting operational deficits with verified intergovernmental grant revenue. Furthermore, keeping training local at Spokane facilities reduces long-distance travel and lodging dependencies, supporting the city's broader operational efficiency goals and ensuring regional compliance with state law enforcement standards.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 100,000.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$

Narrative

Revenue $260,000 WSCJTC reimbursement of trainer costs Expense $100,000 WSCJTC recruit costs

Amount		Budget Account
Revenue	$ 260,000.00	# 0680-11710-21400-34210-99999
Expense	$ 100,000.00	# 0680-11340-21400-54902-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
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	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	COWLES, MATTHEW	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
budget@spokanecity.org	

ORDINANCE NO C36932

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCOUNT FOR INCREASED COST AND REVENUE FOR BASIC LAW ENFORCEMENT ACADEMIES (BLEA) FOR 2026, 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 $260,000.
A) Of the increased revenue, $260,000 is provided solely for law enforcement services from Washington State Criminal Justice Training Commission (WSCJTC) in the Spokane Police Department.

2) Increase appropriation by $100,000.
A) Of the increased appropriation, $100,000 is provided solely for registration/schooling in the Spokane 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 a rise in cost and revenue from WSCJTC for BLEA for SPD, 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:** 09/01/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/16/2026

Date Rec'd	8/26/2026		
Clerk's File #	ORD C36933		
Cross Ref #			
Project #			
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JAKE JENSEN 370-0303	**Requisition #**	
Contact E-Mail	JJENSEN@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 FY 2027 DOMESTIC VIOLENCE HIGH RISK TEAM PROGRAM		

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 Department of Commerce for fiscal year 2027 Domestic Violence High Risk Team Grant Program, and declaring an emergency.

Summary (Background)

Special Budget Ordinance for FY 2027 Domestic Violence High Risk Team Program Grant through Washington State Department of Commerce award of $200,000. This partnership grant with YWCA Spokane will be used for intimate partner violence threat assessment training/software and staff overtime. We received a $200,000 annual award, renewed through 2030.

What impacts would the proposal have on historically excluded communities?

The program lowers institutional barriers for marginalized populations (BIPOC, LGBTQ+, low-income, and disabled residents) by routing care through culturally responsive partners like YWCA Spokane and MiA Mujeres in Action. Utilizing objective, evidence-based lethality assessment tools removes subjective systemic bias, ensuring life-saving resources are distributed solely based on threat levels.

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?

Demographic metrics will be voluntarily collected by advocacy partners during intake. In compliance with Washington state advocate privilege laws (RCW 5.60.060), these markers will be strictly siloed from law enforcement databases. Anonymized, aggregated data will be reported annually to the Department of Commerce OCVA to track resource equity and identify service gaps.

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

Efficacy will be benchmarked through quantitative tracking of high-lethality screenings, survivor connection rates to emergency resources, and offender court-compliance rates. This is paired with confidential survivor feedback surveys. The ultimate measure of success is the long-term reduction of intimate partner fatalities in Spokane County.

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 minimize violence and stabilize vulnerable residents. Municipal Court: Seamlessly integrates with the Domestic Violence Intervention Treatment (DVIT) Court by providing real-time compliance and offender tracking metrics. Council Resolutions: Operationalizes standing safety and equity mandates via multi-agency, nonprofit-integrated partnerships funded entirely outside the city's general fund.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 200,000.00
Current Year Cost	$ 200,000.00
Subsequent Year(s) Cost	$

Narrative

This award will be for one year, totaling $200,000. It is renewable through 2030. $134,628 will go towards salary and $32,715 for benefits. We will also include Goods and Services ($6,557) and indirect costs ($26,100)

Amount		Budget Account
Revenue	$ 200,000.00	# 1620-91848-21250-33311-99999
Expense	$ 134,628.00	# 1620-91848-21250-51215-99999
Expense	$ 32,715.00	# 1620-91848-21250-52XXX-99999
Expense	$ 6,557.00	# 1620-91848-21250-53201-99999
Expense	$ 26,100.00	# 1620-91848-21250-54992-99999
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Can be renewed annually through 2030, but this is effectively one-time funding until renewal is approved.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	COWLES, MATTHEW	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.	ACCOUNTING -	BROWN, SKYLER
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Dan Waters dwaters@spokanepolice.org
grants@spokanecity.org	

ORDINANCE NO C36933

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 DEPARTMENT OF COMMERCE FOR FISCAL YEAR 2027 DOMESTIC VIOLENCE HIGH RISK TEAM GRANT PROGRAM, 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 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 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 $200,000.
A) Of the increased revenue, $200,000 is provided solely by the Department of Commerce through the Domestic Violence High Risk Team (DVHRT) grant program.

2) Increase appropriation by $200,000.
A) Of the increased appropriation, $167,343 is provided solely for uniform overtime and associated benefits.
B) Of the increased appropriation, $6,557 is provided solely for operating supplies.
C) Of the increased appropriation, $26,100 is provided solely for other indirect costs.

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 applying for a fiscal year 2027 DVHRT award through the Department of Commerce, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/26/2026
		Clerk's File #	ORD C36934
		Cross Ref #	
Council Meeting Date: 09/16/2026		**Project #**	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	JAKE JENSEN 370-0303	**Requisition #**	
Contact E-Mail	JJENSEN@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 BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT		

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 Department of Justice for the jointly applied fiscal year 2025 JAG Grant Program with Spokane County, and declaring an emergency.

Summary (Background)

Special Budget Ordinance relating to $186,312 through the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. Funding will be directed toward the purchase of replacement ballistic vests for those approaching expiration, as well as new tactical entry vests, ballistic plates, carriers, and pouches for specialized units, including SWAT, HNT, and SIU.

What impacts would the proposal have on historically excluded communities?

SPD will utilize these funds to procure essential law enforcement equipment that enhances officer protection and supports overall community safety. These equipment investments are critical to maintaining operational readiness and ensuring the continued safety of both officers and the community they serve.

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 JAG requirements.

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

Data evaluating program effectiveness will be submitted in accordance to grant requirements. This review will ensure adequate analysis of program success.

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?	NO
Total Cost	$ 186,312.00
Current Year Cost	$ 186,312.00
Subsequent Year(s) Cost	$

Narrative

The City of Spokane will receive $186,312 which consists of $102,472 for the city, fifty percent (50%) of the total award and administrative costs. Spokane County will receive the remaining $83,840.

Amount		Budget Account
Revenue	$ 186,312.00	# 1620-91849-99999-33116-99999
Expense	$ 83,840.00	# 1620-91849-21250-54261-99999
Expense	$ 102,472.00	# 1620-91849-21250-53205-99999
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.	ACCOUNTING -	BROWN, SKYLER
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Dan Waters dwaters@spokanepolice.org
grants@spokanecity.org	

ORDINANCE NO ORD C36934

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 DEPARTMENT OF JUSTICE FOR THE JOINTLY APPLIED FISCAL YEAR 2025 JAG GRANT PROGRAM WITH SPOKANE COUNTY, 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 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 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 $186,312.
A) Of the increased revenue, $186,312 is provided solely by the Department of Justice through the Justice Assistance Grant (JAG) program.

2) Increase appropriation by $186,312.
A) Of the increased appropriation, $102,472 is provided solely for personal protective equipment.
B) Of the increased appropriation, $83,840 is provided solely for Spokane County expenses.

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 jointly applying for a fiscal year 2025 JAG award through the Department of Justice with Spokane County, 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:** 09/01/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/26/2026
		Clerk's File #	ORD C36935
		Cross Ref #	
Council Meeting Date: 09/16/2026		**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?** YES	**Public Works?** NO	
Agenda Item Name	SBO FOR WASHINGTON TRAFFIC SAFETY COMMISSION TRAFFIC SAFETY		

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 Traffic Safety Commission for outreach and training for Spokane Police Officers, and declaring an emergency.

Summary (Background)

Special Budget Ordinance for $209,679 grant award from Washington Traffic Safety Commission titled 2027-FG-6031 Spokane Police Department Outreach and Training Program. The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of providing ARIDE training as a part of this project so that a higher number of trained officers will attain improved skills.

What impacts would the proposal have on historically excluded communities?

The proposal is intended to improve community traffic safety by strengthening law-enforcement capacity to identify and investigate impaired driving and by providing drug-impairment training to educators and health-care providers. The agreement does not identify specific impacts on historically excluded communities or provide demographic analysis of impaired-driving enforcement; therefore, the City should avoid assuming that impacts will be equal across communities and should monitor available data for potential disparities. The agreement requires compliance with federal and state nondiscrimination requirements, including Title VI,

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?

Program activity and outcome information will be collected through Spokane Police Department records, training and participation records, WTSC/WEMS reporting requirements, and statistical data generated through project implementation. The agreement requires progress reports that include statistical data and requires the recipient to maintain records sufficient to support monitoring and evaluation. To the extent legally permissible and reliable data are available, the City can analyze outcomes by demographic and geographic characteristics to identify potential disparities and report findings in aggregate form while

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

Effectiveness will be evaluated using the performance measures established in the agreement, including training 250 law-enforcement officers, the Training Coordinator's participation in at least three training events, participation in the Spokane Municipal Therapeutic and Accountability Court, and delivery of at least two trainings for public-school educators and two trainings for health-care providers. The City and WTSC can also review changes in officer knowledge and confidence, impaired-driving investigations and enforcement activity, and collaboration with community partners. Progress will be documented through required WTSC

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 proposal supports the City's existing traffic-safety and public-safety priorities by improving the Spokane Police Department's capacity to address impaired driving through officer training, enforcement, and community education. It is consistent with the City's Vision Zero goal of eliminating traffic deaths and serious injuries and complements broader City efforts to improve transportation safety and equitable mobility. The proposal is an operating/training activity rather than a capital project and therefore does not represent a separate Capital Improvement Program project or a specific Neighborhood Master Plan implementation; instead, it complements the City's broader investments and policies intended to create a safer transportation

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 209,679.00
Current Year Cost	$ 209,679.00
Subsequent Year(s) Cost	$

Narrative

The grant performance period begins 10/01/26, before the 2027-2028 biennium, and the $209,679 in grant funding is available specifically for activities occurring during the October 1, 2026 through September 30, 2027 performance period.

Amount		Budget Account
Revenue	$ 209,679.00	# 1620-91826-99999-33320-68036
Expense	$ 190,000.00	# 1620-91826-21250-51001-68036
Expense	$ 6,179.00	# 1620-91826-21250-51215-68036
Expense	$ 3,500.00	# 1620-91826-21250-52110-68036
Expense	$ 10,000.00	# 1620-91826-21250-52230-68036
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	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.	ACCOUNTING -	BROWN, SKYLER
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

	spdfinance@spokanepolice.org
spdexecutivestaff@spokanepolice.org	Trevor Nollmeyer tnollmeyer@spokanepolice.org
grants@spokanecity.org	Jody Goldman jgoldman@spokanepolice.org
Ben Maplethorpe bmaplethorpe@spokanepolice.org	

ORDINANCE NO C36935

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 TRAFFIC SAFETY COMMISSION FOR OUTREACH AND TRAINING FOR SPOKANE POLICE OFFICERS, 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 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 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 $209,679.
A) Of the increased revenue, $209,679 is provided solely by the Federal Department of Transportation through the Washington Traffic Safety Commission (WTSC) for the Outreach and Training program.

2) Increase appropriation by $209,679.
A) Of the increased appropriation, $209,679 is provided solely for base wages, uniform overtime, and associated benefits.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from being awarded a grant from WTSC for Outreach and Training for police officers, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Public Safety **Date:** 09/01/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/12/2026
		Clerk's File #	ORD C36936
		Cross Ref #	
Council Meeting Date: 09/16/2026		**Project #**	
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN C X6990	**Requisition #**	
Contact E-Mail	SCWILLIAMS@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 – POLICE DISPATCH POSITIONS TO PSAP		

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 transfer Police Dispatch positions to the Spokane United 911 Network, and declaring an emergency.

Summary (Background)

There are currently 31 Police Dispatch positions in the Police Department in the General Fund. This SBO is moving those positions from the Police Department to the Spokane United 911 Network Fund (PSAP) to streamline operations and oversight immediately. To setup the new PSAP department for operations, it is best to make this move during 2026 instead of waiting for the 2027-28 biennium budget process. Along with the positions, we'll be moving the remaining budget for those positions and the remaining associated operational expenses. This will be executed using a transfer out of the General Fund to the Spokane United 911 Network Fund. There is a net-zero impact to the General Fund.

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 these three positions and the debt payment.

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	$ 0
Current Year Cost	$ 0
Subsequent Year(s) Cost	$ 0

Narrative

This change will have a net-zero impact on the General Fund. Instead of paying for the Police Dispatch salaries directly, the General Fund will transfer funds to the Spokane United 911 Network to pay for the employees' salaries & benefits.

Amount		Budget Account
Expense	$ 1,875,325	# 0680-11450-28100-5XXXX-99999
Expense	$ 1,875,325	# 0680-11450-97109-80101-99999
Revenue	$ 1,875,325	# 1510-37400-99999-39710-99999
Expense	$ 1,875,325	# 1510-37400-28200-5XXXX-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reallocation

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

No

Expense Occurrence	Recurring

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

31 FTE will be moved from General Fund to a Special Revenue Fund, but funding is provided via operating transfer

Approvals		Additional Approvals	
Dept Head	WILLIAMS, STEPHEN C.	MANAGEMENT &	MILLER, JACOB
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	HAACK, KELLY A.		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
scwilliams@spokanecity.org	jmiller@spokanecity.org
jstratton@spokanecity.org	mboston@spokanecity.org

ORDINANCE NO C36936

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO TRANSFER POLICE DISPATCH POSITIONS TO 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 and Spokane United 911 Network Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Remove 8.0 classified Police Radio Dispatcher I positions (from 8 to 0) in the Police Department.
2) Remove 19.0 classified Police Radio Dispatcher III positions (from 19 to 0) in the Police Department.
3) Remove 4.0 classified Police Communications Supervisor positions (from 4 to 0) in the Police Department.

4) Decrease appropriation by $1,875,325.
A) Of the decreased appropriation, $1,874,375 is provided solely from salaries and benefits in the Police Department.
B) Of the decreased appropriation, $950 is provided solely from office/operating supplies in the Police Department.

5) Increase appropriation by $1,875,325.
A) Of the increased appropriation, $1,875,325 is provided solely for a 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 8.0 classified Police Radio Dispatcher I positions (from 0 to 8).
2) Add 19.0 classified Police Radio Dispatcher III positions (from 0 to 19).
3) Add 4.0 classified Police Communications Supervisor positions (from 0 to 4).

4) Increase revenue by $1,875,325
A) Of the increased revenue, $1,875,325 is provided solely for a transfer-in from the General Fund.

5) Increase appropriation by $1,875,325.
A) Of the increased appropriation, $1,874,375 is provided solely for salaries and benefits.
B) Of the increased appropriation, $950 is provided solely for office/operating supplies.

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 transfer Police Dispatch positions from the General Fund to the Spokane United 911 Network 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:** 07/28/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/02/2026

Date Rec'd	7/22/2026		
Clerk's File #	ORD C36921		
Cross Ref #			
Project #			
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	ADAM 6769	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MODERNIZING AND STREAMLINING CITY OF SPOKANE FINANCIAL FUNDS		

Agenda Wording

An ordinance modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

What impacts would the proposal have on historically excluded communities?

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

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 modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure. There is no additional data collected.

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

There is no additional data 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?

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	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	YATES, MAGGIE		

Distribution List

jstratton@spokanecity.org	

ORDINANCE NO. C36921

An ordinance modernizing and streamlining City of Spokane financial funds; repealing Sections 04.31.060, 04.31C.060, and Chapter 07.08; adopting a new Chapter 07.08A; and amending Section 13.04.020 of the Spokane Municipal Code.

WHEREAS, Chapter 07.08 of the Spokane Municipal Code currently includes specific funds that are no longer active or unnecessarily codified; and

WHEREAS, the City receives and manages funds that currently should be codified but are not; and

WHEREAS, the Administration recommends modernizing and streamlining the exit municipal code and updating references within the code;

NOW, THEREFORE, the City of Spokane does ordain

Section 1. That Chapter 07.08 of the Spokane Municipal Code is hereby repealed.

Section 2. That Section 04.31.060 of the Spokane Municipal Code is hereby repealed.

Section 3. That Section 04.31C.060 of the Spokane Municipal Code is hereby repealed.

Section 4. That there is adopted a new Chapter 07.08A of the Spokane Municipal Code to read as follows:

Chapter 07.08A Funds

Article I General Fund
- 07.08A.100 General Fund
- 07.08A.110 General Fund Reserves

Article II Special Revenue Funds
- 07.08A.200 Special Revenue Funds Defined
- 07.08A.201 American Rescue Plan Fund
- 07.08A.202 BuildSpokane Fund
- 07.08A.203 Cannabis Excise Tax Fund

07.08A.204 Code Enforcement Fund
07.08A.205 Community Development Funds
07.08A.206 Community Safety Fund
07.08A.207 Criminal Justice Assistance Fund
07.08A.208 Domestic Violence Prevention Fund
07.08A.209 Emergency Rental Assistance Fund
07.08A.210 Fire/Emergency Medical Services Fund
07.08A.211 Forfeitures and Contributions Fund
07.08A.212 HEART Fund
07.08A.213 Historic Preservation Incentives Fund
07.08A.214 Home Entitlement Program Fund
07.08A.215 Hotel/Motel Tax Fund
07.08A.216 Legal Services and Relocation Fund
07.08A.217 Parking System Fund
07.08A.218 Paths and Trails Fund
07.08A.219 Pension Contributions Fund
07.08A.220 Public Art Project Fund
07.08A.221 Public Safety Personnel and Crime Reduction Fund
07.08A.222 Real Estate Excise Tax Funds
07.08A.223 Residential Rental Property Eviction Prevention and Mitigation Fund
07.08A.224 Spokane Parks and Recreation Fund (Park Fund)
07.08A.225 Spokane Parks and Recreation Capital Projects Fund (Parks Capital Projects Fund)
07.08A.226 Spokane Public Library Fund (Library Fund)
07.08A.227 Spokane Safe Streets Fund
07.08A.228 Spokane United 911 Network Fund
07.08A.229 Street Operations and Maintenance Fund
07.08A.230 Transportation Benefit District Fund

Article III Capital Project Funds
07.08.A.300 Capital Projects Funds
07.08.A.310 Arterial Street Fund

Article IV Debt Service Funds
07.08A.400 Debt Service Funds Defined
07.08A.410 General Obligation Bond Redemption Fund
07.08A.420 Iron Bridge TIF Debt Service Fund
07.08A.430 Special Assessment Debt Fund
07.08A.440 Special Assessment Guaranty Fund

07.08A.450 University District LRF Fund

Article V Enterprise Funds
07.08A.500 Enterprise Funds Defined
07.08A.510 Development Services Fund
07.08A.520 Golf Fund
07.08A.530 Integrated Capital Management Fund
07.08A.540 Solid Waste Fund
07.08A.550 Water-Wastewater Fund
07.08A.560 Water-Wastewater Revenue Bond Fund

Article VI Internal Service Funds
07.08A.600 Internal Service Funds Defined

Article VII Fiduciary Funds
07.08A.700 Fiduciary Funds Defined
07.08A.710 Employees' Retirement Fund
07.08A.720 Firemen's Pension Fund
07.08A.730 Parking and Business Improvement Area Funds
07.08A.740 Police Relief and Pension Fund

Article I. General Fund

Section 07.08A.100 General Fund

There is established a "General Fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the General Fund.

Section 07.08A.110 General Fund Reserves

A. There is established within the General Fund a Revenue Stabilization Account, which shall consist of a specific portion of the unappropriated General Fund balance as determined by this section and which shall be used for the revenue stabilization for future City operations and to fund ordinary and ongoing City activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in General Fund revenues. The Revenue Stabilization Account and other dedicated reserve accounts listed in this section shall be funded as follows.

1. At the conclusion of each and every fiscal year, that year's positive General Fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
    a. Contingency reserve account;
    b. Revenue stabilization account;
    c. Strategic reserve account.
2. Additional funds may be added to the Revenue Stabilization Account during the ensuing fiscal year when approved by the City Council.
3. The targeted funding level for the Revenue Stabilization Account shall initially be three and one-half percent (3.5%) of current-year budgeted General Fund revenues.
    a. Annually during each budget cycle, the Chief Financial Officer, or designee, shall report to the City Council on the Revenue Stabilization Account, including current and proposed future funding levels consistent with revenue growth projected in the City's long-term General Fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
    b. Disbursements from the Revenue Stabilization Account may be made to mitigate a General Fund revenue shortfall deemed by the City Council, in consultation with the Chief Financial Officer or designee, to meet the following criteria:
        i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year General Fund projection for the immediate year; and
        ii. The revenue shortfall is expected to persist through the end of the fiscal year; and

iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

c. Disbursements from the Revenue Stabilization Account may include amounts budgeted in the General Fund to supplement revenue shortfalls that occur in other City funds.

d. Appropriation from the Revenue Stabilization Account is by the standard special budget ordinance procedure.

C. There is established within the General Fund a Contingency Reserve Account, which shall consist of a specific portion of the unappropriated General Fund balance.

1. Annual allocations to the Contingency Reserve Account shall be in accordance with this section.

2. Additional funds may be added to the Contingency Reserve Account in such amounts and at such additional times during the ensuing fiscal year when approved by the City Council.

3. The targeted funding level within the Contingency Reserve Account shall be ten percent (10%) of current-year budgeted General Fund expenditures.

During each budget cycle, the Chief Financial Officer, or designee, shall report to the City Council on the Contingency Reserve Account, including current and estimated future funding levels consistent with the City's long-term General Fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the Contingency Reserve Account are for the purpose of meeting extraordinary expenditures as deemed by the City Council, in consultation with the Chief Financial Officer or designee, to meet the following criteria:

a. Unforeseen circumstances arising after the adoption of the annual budget that require an unavoidable and non-continuing allocation; or

b. Unforeseen emergency threatening the health and/or safety of city residents; or

c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or

d. Significant operating efficiencies can be achieved, resulting in clearly identified near-term and offsetting cost savings.

5. Appropriation from the Contingency Reserve Account is by the standard special budget ordinance procedure.

D. There is established within the General Fund a Strategic Reserve Account, which shall consist of a specific portion of the unappropriated General Fund balance.

1. Annual allocations to the Strategic Reserve Account shall be in accordance with this section.

2. Additional funds may be added to the Strategic Reserve Account during the year when approved by the City Council.

3. The targeted funding level within the Strategic Reserve Sccount shall initially be 1% of current year budgeted general fund expenditures.

4. Disbursements from the Strategic Reserve Account may be made for the following purposes.

a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or

b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.

5. Appropriation from the Strategic Reserve Account is by the standard special budget ordinance procedure, or funds may be appropriated as part of the annual budget process.

E. During such time that the Revenue Stabilization, Contingency Reserve, and Strategic Reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

F. The transfers required by this section shall be accomplished as part of the year-end closing process.

G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.

1. The City shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered General Fund balance.

2. This fund threshold shall include the aforementioned revenue Stabilization, Contingency, and Strategic Reserve funds and subsequent mentioned tactical reserve balance.

3. There is established within the General Fund reserve balance a tactical unassigned reserve balance, which shall consist of all General Fund reserve balances that exceed the aforementioned Contingency Reserve, Revenue Stabilization, and Strategic Reserve balances to be utilized for tactical unexpected expenditures.

H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in this section, the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.

1. 2% minimum replenishment shall be explicitly identified in the annual budget.

2. The replenishment of funds to the 25% target must occur within five years or less.

3. The replenishment fund schedule in this section can be paused (and extended) during times where the City has seen a decrease in General Fund sales tax revenue from prior year(s)

4. If these thresholds are to go unmet or the replenishment schedule is to be paused, the City Council shall affirm such action by resolution no later than December 15 of each year.

Article II. Special Revenue Funds

Section 07.08A.200 Special Revenue Funds Defined

This article collects special revenue funds, which are used to account for the proceeds of specific revenue sources or to finance specified activities as required by law or regulation.

Section 07.08A.201 American Rescue Plan Fund

There is established a special revenue fund to be known as the “American Rescue Plan Fund,” into which shall be deposited the City of Spokane’s direct allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021, for the purpose of supporting the local recovery efforts from the economic and health effects of the COVID-19 pandemic.

Section 07.08A.202 BuildSpokane Fund

A. There is established a special revenue fund to be known as the “BuildSpokane Fund” into which shall be deposited funds generated from the local sales and use tax for affordable housing and supportive services codified in Chapter 08.07B SMC.

B. The funds shall be used consistent with the provisions of Chapter 08.07B SMC and RCW 82.14.540

Section 07.08A.203 Cannabis Excise Tax Fund

A. There is established a special revenue fund entitled the "Cannabis Excise Tax Fund” into which shall be paid all funds received by the City of Spokane pursuant to RCW 69.50.540.

B. As provided in the annual budget, the "Cannabis Excise Tax Fund” is appropriated as follows:

1. No less than $500,000 shall be appropriated on an annual basis to the general fund for support of the Spokane Police Department; and

2. The balance of the Cannabis Excise Tax Fund shall be appropriated to provide for drug abuse prevention, education and general drug enforcement.

C. The City Council may also provide for additional revenues to be paid into the Cannabis Excise Tax Fund from time to time from any available funds of the City.

Section 07.08A.204 Code Enforcement Fund

A. There is established a special revenue fund entitled Code Enforcement Fund into which shall be paid all revenues derived from code enforcement operations.

B. The Code Enforcement Fund is appropriated to salaries and wages, maintenance and operations, debt service, and capital improvements. The City Council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

C. Seventy percent (70%) of all business registration fees received by the City that include at least one registration for a residential rental unit, including any annual per residential rental unit fees, shall be appropriated to the Code Enforcement

Fund. Funds received under this subsection shall be used exclusively to fund the City of Spokane Residential Rental Registry and the expenses related to the investigation, enforcement, and housing navigation services related to the state and municipal laws related to the habitability and safety of residential rental units and laws governing the relationships between landlords and tenants for properties located within the city of Spokane.

Section 07.08A.205 Community Development Funds

A. There are established separate special revenue funds known as “Community Development Funds” as may be required for the proper administration of Community Development Block Grant (CDBG) moneys.

B. The Community Development Funds shall be used exclusively for the execution and operation of Community Development Block Grant (CDBG) projects and programs as allowed under the U.S. Department of Housing and Urban Development (HUD).

Section 07.08A.206 Community Safety Fund

A. There is established a special revenue fund known as the “Community Safety Fund” into which shall be deposited all funds received from the increase in the sales and use tax approved by the City of Spokane electorate and provided by RCW 82.14.450 for the enhancement of community safety functions and operations pursuant to Resolution 2024-0067.

B. The retail purchase of food, prescription drugs, motor vehicles, and all other sales and use tax exemptions adopted in state law shall also be exempted from the community safety sales and use tax provided by RCW 82.14.450.

C. The collection of the additional sales and use tax authorized by the City of Spokane electorate pursuant to Resolution 2024-0067 shall expire no later than December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election.

D. Should the increase in the sales and use tax provided by RCW 82.14.450 not be approved by the City of Spokane electorate, then this section is automatically repealed.

Section 07.08A.207 Criminal Justice Assistance Fund

A. There is established a special revenue fund known as the "Criminal Justice Assistance Fund," into which shall be deposited revenue received by the City from the State of Washington pursuant to pursuant to chapter 1, Laws of 1990, 2nd ex. sess., as amended (RCW 82.14.300 et seq.).

B. Revenue to the fund shall only be expended for purposes allowed by RCW 82.14.320 and RCW 82.14.330.

Section 07.08A.208 Domestic Violence Prevention Fund

There is established a special revenue fund to be known as the “Domestic Violence Prevention Fund” into which shall be deposited funds generated from the penalty assessments issued pursuant to RCW 10.99.080, as well as other available funds. The fund will be used consistent with the provisions of RCW 10.99.080(2), which includes establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs.

Section 07.08A.209 Emergency Rental Assistance Fund

A. There is established a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.

B. The Emergency Rental Assistance Fund shall be used consistent with the provisions of the Act as currently adopted or as may be subsequently amended, which includes assisting existing or newly created rental assistance programs to eligible households unable to pay rent and utilities due to the COVID-19 pandemic, which shall include utility and home energy costs.

Section 07.08A.210 Fire/Emergency Medical Services (Fire/EMS) Fund

A. There is established a special revenue fund known as the “Fire/Emergency Medical Services Fund (Fire/EMS Fund)” into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of providing emergency medical services pursuant to RCW 84.52.069 and Ordinance C28511.

B. The Fire/EMS Fund may be accumulated or expended only for purposes included in RCW 84.52.069.

Section 07.08A.211 Forfeitures and Contributions Fund

A. There is established a special revenue fund to be known as the “Forfeitures and Contributions Fund” into which will be placed moneys that are received from drug investigations, donations made to the Spokane Police Department, and auction proceeds to the Property Evidence Facility.

B. Moneys in the fund shall only be expended for purposes prescribed by state law and SMC Chapter 08.19.

Section 07.08A.212 HEART Fund

A. There is established a special revenue fund to be known as the “HEART Fund” into which shall be deposited funds generated from the 0.1% local sales and use tax for affordable housing and supportive services codified in Chapter 08.07C SMC.

B. The funds shall be used consistent with the provisions of Chapter 08.07C SMC and RCW 82.14.530.

Section 07.08A.213 Historic Preservation Incentives Fund

A. There is established a special revenue fund to be known as the “Historic Preservation Incentives Fund” into which shall be deposited funds received by the City in payment for demolition permits.

B. Money in this fund shall be disbursed on the recommendation of the City’s Historic Preservation Officer, and pursuant to an historic preservation incentive program established by the Spokane City/County Historic Landmarks Commission and approved by the City Council by ordinance.

Section 07.08A.214 HOME Entitlement Program Fund

A. There is established a special revenue fund known as the "HOME Entitlement Program Fund" into which all money received by the City under the U.S. Department of Housing and Urban Development HOME Grant Program shall be deposited.

B. Money in this fund shall be disbursed under approved agreements in accordance with federal program regulations.

Section 07.08A.215 Hotel/Motel Tax Fund

A. There is established a special revenue fund to be known as the "Hotel/Motel Tax Fund" into which shall be placed all moneys received from the transient accommodations tax levied by SMC 08.08.010.

B. Moneys deposited into this fund may be accumulated or expended for purposes prescribed by RCW 67.28.

Section 07.08A.216 Legal Services, Habitability, and Relocation Fund

A. There is established a special revenue fund entitled the "legal services, habitability, and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services, habitability, and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070, and to expand access to cooling, heating, and weatherization services that improve public health and safety and improve the habitability of the city's housing stock. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 07.08A.217 Parking System Fund

A. There is established a special revenue fund to be known as the "Parking System Fund." All City parking revenue from on and off-street systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the General Fund, shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the Municipal Court parking violations program from the prior calendar year, shall be transferred from the General Fund to the Parking System Fund.

B. Money deposited into the Parking System Fund shall be accumulated or expended to pay for operations and maintenance of the City of Spokane parking system, to include parking enforcement and collections, the parking violation system, and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the city.

C. City Council priorities for expenditures from the Parking System Fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, "parking environment" shall mean all infrastructure in the public right-of-way that contributes to the interface between the resident, visitor, or worker and the built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of common areas, which contribute to the overall experience within the Paid Parking Zone.

D. Any available funds in the Parking System Fund shall first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

Section 07.08A.218 Path and Trails Fund

There is established a special revenue fund to be known as the "Path and Trails Fund" to be used as a fund for the receipt of revenues for projects related to path and trail work, subject to the provisions of RCW 47.30.

Section 07.08A.219 Pension Contributions Fund

There is established a special revenue fund to be known as the "Pension Contributions Fund" to be used as a fund for the receipt of moneys designated by the state of Washington pursuant to RCW 41.16.050 and RCW 41.20.130 for taxes, fees, and other moneys dedicated for police and firefighter pensions. Amounts collected will be expended for pension contributions and transferred to the Firemen's Pension Fund and the Police Relief and Pension Fund.

Section 07.08A.220 Public Art Project Fund

A. There is created a fund to be known as the “Public Art Project Fund” into which all funds received by the City from such sources as federal and state grants, public or private contributions, transfers from other funds as may be directed by City Council under appropriate ordinances, or any other funds designated for use in carrying out the projects approved by the City Council pursuant to SMC 07.06.425 as recommended by the Spokane Arts Commission shall be deposited.

B. The term “projects” as herein used does not include operating expenses of the Arts, Culture, and Historic Preservation Department, which are included as operating revenues and expenditures within the general fund.

C. Funds deposited into the fund may be accumulated or expended for municipal purposes of furthering the visual arts and cultural development of the City.

D. Moneys to be expended from this fund shall be appropriated in the regular City budget, and such moneys may either be directly disbursed or reimbursed to other funds upon proper and usual accounting by the chief financial officer.

Section 07.08A.221 Public Safety Personnel and Crime Reduction Fund

A. There is established a special revenue fund known as the “Public Safety Personnel and Crime Reduction Fund” into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional Spokane Police Department and Spokane Fire Department personnel and funding crime reduction programs.

B. The “Public Safety Personnel and Crime Reduction Fund” may be accumulated or expended only for the following purposes:

1. Spokane Police Department personnel;

2. Spokane Fire Department personnel; and

3. Crime reduction programs.

Section 07.08A.222 Real Estate Excise Tax Funds

A. Real Estate Excise Tax – First Quarter Percent – REET 1

1. Under the authority of RCW 82.46.010(2) there is established a special revenue fund to be known as the “Real Estate Excise Tax 1 Fund” which shall be distinguished as “REET 1”, into which shall be placed all moneys

received from the additional one-quarter of one percent excise tax on the sale of real property imposed by SMC 08.14.010(A).

2. Moneys in the Real Estate Excise Tax 1 Fund may be accumulated or expended for the purposes of providing funding for the maintenance of capital facilities and financing of capital projects as defined in RCW 82.46.010 and as specified in a Capital Facilities Plan element of the City of Spokane Comprehensive Plan.

B. Real Estate Excise Tax – Second Quarter Percent – REET 2

1. Under the authority of RCW 82.46.035(2) there is established a special revenue fund to be known as the "Real Estate Excise Tax 2 Fund" which shall be distinguished as "REET 2", into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by SMC 08.14.010(B).

2. Money in the Real Estate Excise Tax 2 Fund may be accumulated or expended for the purposes of financing capital projects as defined in RCW 82.46.035 and as specified in the Capital Facilities Plan element of the City of Spokane's Comprehensive Plan developed under the Growth Management Act.

Section 07.08A.223 Residential Rental Property Eviction Prevention and Mitigation Fund

A. There is established a special revenue fund entitled the "residential rental property eviction prevention and mitigation fund" into which shall be paid 10% of fees from business registrations that have at least one listed residential rental property.

B. As provided in the adopted budget, the "residential rental property eviction prevention and mitigation fund" is appropriated to support the eviction prevention program authorized under SMC 10.57.210. The "residential rental property eviction prevention and mitigation fund may also provide for payment of repairs of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their rent or damage deposit, and where damage occurs through no fault of the landlord. as established by SMC 10.57.080. The city council may also provide for additional

revenues to be paid into such fund from time to time from any available funds of the City, including an initial investment of startup money.

Section 07.08A.224 Spokane Parks and Recreation Fund (Park Fund)

A. There is established a special revenue fund to be known as the “Park Fund” into which shall be placed all revenues earned and moneys received from the operation of all Spokane Parks and Recreation facilities, all money budgeted, appropriated, or allocated thereto, and all gifts, devises, bequests of money or property, either real or personal, received by the Park Board from any source.

B. The Park Fund shall be used exclusively for the payment of all costs incurred with respect to the operation of the park system.

Section 07.08A.225 Spokane Parks and Recreation Capital Projects Fund

A. There is established a special revenue fund to be known as the “Parks Capital Projects Fund” and shall be used for capital purposes of the Spokane Parks and Recreation Division only.

B. The money in the Parks Capital Projects Fund may be allowed to accumulate year to year until the City Council shall determine to expend the money in the fund for the purpose or purposes specified. Any money in said fund shall never be expended for any other purpose or purposes than those specified without an approving vote by a majority of the electors of the City at a general or special election voting on a proposal submitted to the electors to allow other specified uses to be made of said fund.

C. An item for the Parks Capital Projects Fund may be included in the City’s budget or estimate of amounts required to meet public expense for the ensuing year and a tax levy made within the limits and as authorized by law for said item; and said item and levy may be repeated from year to year until the amount required for the specified purpose or purposes has been raised or accumulated. Any money in said fund at the end of the fiscal year shall not lapse nor shall the same be a surplus available or which may be used for any other purpose or purposes than those specified, except as provided in subsection (B) of this section.

Section 07.08A.226 Spokane Public Library Fund (Library Fund)

A. There is established a special revenue fund for the Spokane Public Library to be known as the “Library Fund” into which shall be placed all revenues earned and moneys received from the operation of all Spokane Public Library facilities, all

money budgeted, appropriated, or allocated thereto, all funds generated from the sale of Spokane Public Library property, either real or personal, and all gifts, devises, bequests of money or property, either real or personal, received by the Spokane Public Library Board of Trustees from any source.

B. The Library Fund shall be used exclusively for the payment of all costs incurred with respect to the operation of the Spokane Public Library, including capital outlay.

Section 07.08A.227 Spokane Safe Streets for All Fund

A. Establishment of Fund. There is established a special revenue fund, to be known as the Spokane Safe Streets for All Fund (the "Safe Streets for All Fund") into which shall be deposited funds from automated traffic safety camera infractions in excess of the direct administrative costs of the automated traffic safety camera program. The Safe Streets for All Fund will be used to pay for operational expenses directly related to the automated traffic safety camera program, as are approved by the City Council by resolution or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63:

1. Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;

2. Operational expenses with a demonstrable connection to pedestrian and bicycle safety;

3. Sidewalk repair and safety programs;

4. Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;

5. Funding of engineering and project personnel to ensure the timely design and construction of safety infrastructure;

6. Implementation of programs, including grant applications, that follow the USDOT "Safe System Approach," including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;

7. Implementation of adaptive design strategies into the City's transportation infrastructure; and

8. Such other measures, programs and improvements approved by the City Council and permitted by state law.

B. Appropriations from the Spokane Safe Streets for All Fund. Funds from the Safe Streets for All Fund shall be appropriated by the city council as part of the City budget, pursuant to a special budget ordinance, or both. In making appropriations, the City Council may consider recommendations of the City of Spokane Transportation Commission and Neighborhood Councils with regard to projects and priorities. When feasible, all appropriations from the Safe Streets for All Fund shall be approved by the City Council no later than April 1 of the year in which such funds are to be encumbered.

C. Minimum Allocation to Specified Census Tracts. Expenditures from the Safe Streets for All Funds shall be consistent with the allocation requirements in RCW 46.63.220 (13)(b) as amended from time to time.

Section 07.08A.228 Spokane United 911 Network

There is established a special revenue fund to be known as the “Spokane United 911 Network Fund” to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane’s primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 07.08A.229 Street Operations and Maintenance Fund

There is established a special revenue fund to be known as the “Street Operations and Maintenance Fund” from which all expenditures shall be made for street maintenance and operational purposes.

Section 07.08A.230 Transportation Benefit District Fund

A. There is established a special revenue fund to be known as the “Transportation Benefit District Fund” into which shall be deposited funds from vehicle fees collected by the State Department of Licensing pursuant to RCW 82.80.140 and RCW 36.73.060, and SMC Chapter 08.16.

B. The Transportation Benefit District Fund” shall be used to pay for transportation improvements authorized pursuant to Chapter 36.73 RCW and SMC Chapter 08.16.

Article III. Capital Project Funds

Section 07.08A.300 Capital Projects Funds

There are established separate capital project funds known as “Capital Projects Funds” for the purpose of accounting for financial resources used for the acquisition of capital facilities other than those financed by special assessments and enterprise funds.

Section 07.08A.310 Arterial Street Fund

A. There is established a capital project fund to be known as the “Arterial Street Fund”.

B. The Arterial Street Fund shall be credited with all applicable state gas tax allocated to the City, funds contributed by the City, and any other funds that may from time to time be authorized to be placed therein.

C. The Arterial Street Fund shall be used exclusively for the construction, improvement, and repair of the arterial streets and for any other legally approved street use in the City, and all expenditures from said fund shall be made in accordance with the provisions of the laws of the State of Washington.

Article IV. Debt Service Funds

Section 07.08A.400 Debt Service Funds Defined

This article collects the debt service funds, which are used to account for the accumulation of resources to pay general long-term debt principal and interest.

Section 07.08A.410 General Obligation Bond Redemption Fund

There is established a fund to be designated the “General Obligation Bond Redemption Fund” for the purpose of paying principal and interest payments on the City’s unlimited general obligation bonds and certain limited obligation bonds.

Section 07.08A.420 Iron Bridge TIF Debt Service Fund

There is established a debt service fund to be known as the “Iron Bridge TIF Debt Service Fund” into which shall be deposited property taxes related to improved property contained in the Iron Bridge Tax Increment Financing District. The fund shall be used to accumulate these resources to pay for general long-term debt principal and interest related to the

district.

Section 07.08A.430 Special Assessment Debt Fund

There is established a fund of to be designated the “Special Assessment Debt Fund” for the purpose of paying principal and interest payments on local improvement district bonds after the completion of the improvement project.

Section 07.08A.440 Special Assessment Guaranty Fund

A. There is established in the City a fund to be designated the “Special Assessment Guaranty Fund” for the purpose of guaranteeing, to the extent of the fund, the payment of its local improvement bonds and warrants issued to pay for any local improvement.

B. Interest and earnings from the fund shall be paid into the fund.

C. Whenever any sum is paid out of said Special Assessment Guaranty Fund on account of principal or interest of a local improvement bond or warrant, the City, as trustee of the fund, shall be subrogated to all the rights of the holder of the bond or interest coupon or warrant so paid, and the proceeds thereof, or of the underlying assessment, shall become part of the guaranty fund.

D. If any Special Assessment Guaranty Fund guaranteed by this fund has a surplus remaining after the payment of all outstanding bonds and warrants payable therefrom, the surplus shall be paid into the fund.

E. Without regard to statutory limitations on tax levies by cities, the City Council may, in its budget and tax levy, provide for the levy of a sum sufficient, along with other sources of the fund, to pay the warrants issued against the fund during the preceding year and to establish a balance

    1. The levy in any one year may not exceed five percent (5%) of the outstanding obligations guaranteed by the fund.

F. Defaulted bonds, interest coupons, and warrants against local improvement funds shall be purchased out of the fund without preference as between issues.

G. For the purpose of protecting the fund, it may be used to purchase certificates of delinquency for general taxes on property subject to local improvement assessments which underlie the bonds, coupons, or warrants guaranteed by the fund, or to purchase such property at county tax foreclosures, or from the county

after foreclosure. Costs and expenses incidental to foreclosure shall be charged to and paid from the fund.

H. Property acquired upon or after foreclosure may be sold or leased on such terms as determined by resolution. All proceeds shall be paid into the Special Assessment Guaranty Fund.

I. Warrants against the fund draw interest at a rate not to exceed six percent (6%). Warrants shall at no time exceed five percent (5%) of the outstanding obligations guaranteed by the fund.

J. The amount of assessments deferred pursuant to RCW 35.43.250 are paid out of the Special Assessment Guaranty Fund, which fund shall have a lien on the benefited property in an amount equal to the deferral plus interest.

K. Upon certification by the City treasurer that the Special Assessment Guaranty Fund has sufficient funds currently on hand to meet all valid outstanding obligations of the fund and all other obligations of the fund reasonably expected to be incurred in the near future, the City Council may by ordinance transfer assets from such fund to the general fund so long as the net cash of the fund is not thereby reduced to an amount below ten percent (10%) of the net outstanding obligations guaranteed by the fund.

Section 07.08A.450 University District LRF Fund

There is established a capital project fund to be known as the “University District LRF Fund”, into which all accounting transactions for the University District Revitalization Area shall be processed pursuant to SMC 08.17.

Article V. Enterprise Funds

Section 07.08A.500 Enterprise Funds Defined

This article collects the enterprise funds that are used to account for services to the general public, where all or most of the costs are to be financed or recovered from users of such services.

Section 07.08A.510 Development Services Fund

A. There is established an enterprise fund entitled “Development Services Fund” into which shall be paid all revenues derived from Development Services Department

operations.

B. As provided in the budget, the Development Services Fund is appropriated to salaries and wages, maintenance and operations, debt service, and capital improvements. The City Council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 07.08A.520 Golf Fund

A. There is established an enterprise fund to be known as the “Golf Fund” into which funds derived from golf revenues, including but not limited to fees, commissions, rentals, and any other funds as may properly become available for golf purposes, shall be deposited, except admission taxes derived from golf operations shall be deposited into the General Fund.

B. The Golf Fund shall be used exclusively for golf purposes. Expenditure of funds received shall be disbursed only upon regular budget authorization and upon the order and approval of the Park Board.

C. Funds may be accumulated in the Golf Fund as reasonable reserves for improvements at the discretion of the Park Board and subject to expenditure under regularly adopted budget authorization.

Section 07.08A.530 Integrated Capital Management Fund

There is established a fund to be designated the “Integrated Capital Management Fund for the purpose of planning, acquiring, and constructing public works projects that require an integrated approach.

Section 07.08A.540 Solid Waste Fund

A. There is established an enterprise fund to be known as the "Solid Waste Fund," into which are paid all revenues received by the Solid Waste Collection Department and Solid Waste Disposal Department.

B. As provided in the budget, the Solid Waste Fund is appropriated to salaries and wages, maintenance and operation, debt service, and capital improvements.

Section 07.08A.550 Water-Wastewater Fund

A. There is established an enterprise fund to be known as the "Water-Wastewater Fund," into which are paid all revenues received by the Water and Hydroelectric Services Department.

B. As provided in the budget, the Water-Wastewater Fund is appropriated to salaries and wages, maintenance and operation, debt service, and capital improvements.

Section 07.08A.560 Water-Wastewater Revenue Bond Fund

A. There is created the “Water-Wastewater Revenue Bond Fund” for the sole purpose of paying the principal, interest, and premium, if any, of the City of Spokane water revenue bonds.

B. Within the fund is a debt service account into which scheduled amounts are paid from revenues of the system to pay the principal and interest next coming due on the bonds.

C. Within the Water-Wastewater Revenue Bond Fund there is a reserve account to secure payment of the bonds and any parity bonds into which sums will be paid in accordance with any ordinance covenants.

Article VI. Internal Service Funds

Section 07.08A.600 Internal Service Funds Defined

Internal service funds are used to account for the financing of goods and services provided to other funds, departments, divisions, or governments on a cost-reimbursement basis.

Article VII. Fiduciary Funds

Section 07.08A.700 Fiduciary Funds Defined

Fiduciary funds are used to account for cash and other assets received and held by the City of Spokane acting in the capacity of trustee or custodian.

Section 07.08A.710 Employees’ Retirement Fund

A. There is established a fund to be known as the “Employees’ Retirement Fund” which consists of all moneys paid into it in accordance with the employees’

retirement system, whether such moneys shall take the form of cash, securities or other assets.

B. The Chief Financial Officer or their designee shall be custodian of the Employees' Retirement Fund.

    1. All payments made from funds in the custody of the Chief Financial Officer or their designee shall be made by the City through wire transfer as provided by resolution of the City Council or by warrant.

    2. Payments made by the Chief Financial Officer or their designee shall be governed by contract between the City Council and the designated custodian.

    3. Payments to the designee from the Employees' Retirement Fund may be made by the City through wire transfer as provided by resolution of the City Council or by warrant duly executed by the Chief Financial Officer or their designee.

Section 07.08A.720 Firefighters' Pension Fund

A. There is created and established a fiduciary fund known and designated as the "Firefighters' Pension Fund" which consists of:

    1. all bequests, fees, gifts, emoluments or donations given or paid thereto;

    2. forty-five percent of all moneys received by the state from the taxes on fire insurance premiums;

    3. taxes paid pursuant to the provisions of RCW 41.16.060;

    4. interest on the investments of the fund; and

    5. contributions by firefighters as provided in RCW 41.16.070.

B. All moneys given to the Spokane Fire Department on account of services rendered at a fire or for any other reason not otherwise designated shall be deemed to be a donation or gift to the Firefighters' Pension Fund.

Section 07.08A.730 Parking and Business Improvement Area Funds

A. There is hereby established by the City a “Downtown Spokane Business Improvement District Fund” (hereinafter “Downtown Spokane BID Fund”), which shall be held separate and apart from all other City funds and accounts. The following funds shall be deposited or credited to the Downtown Spokane BID fund:

1. All revenues from special assessments levied pursuant to Chapter 04.31;

2. Gifts and donations for the Downtown Spokane BID Fund;

3. Money for expenditures made from the Downtown Spokane BID Fund and reimbursements due to the Downtown Spokane BID Fund;

4. Interest and all other income from the investment of Downtown Spokane BID Fund deposits according to established procedures and policies; and

5. All funds and assets from the PBIA established pursuant to Ordinance C32438 remaining on December 31, 2001, which are not allocated to pay for existing debts or other financial obligations of such PBIA.

B. There is hereby established by the City the “East Sprague Parking and Business Improvement Area Fund” (hereinafter “East Sprague PBIA Fund”), which shall be held separate and apart from all other City funds and accounts. The following monies shall be deposited or credited to the East Sprague PBIA Fund:

1. All revenues from special assessments levied pursuant to Chapter 04.31C;

2. Gifts and donations for the East Sprague PBIA Fund;

3. Money for expenditures made from the East Sprague PBIA Fund and reimbursements due to the East Sprague PBIA Fund; and

4. Interest and all other income from the investment of East Sprague PBIA Fund deposits according to established procedures and policies.

C. Expenditures from the Parking and Business Improvement Area Funds shall be made upon vouchers drawn by the Mayor, through the City Administrator or their designee, and shall be used exclusively for purposes that are consistent with RCW 35.87A.

Section 07.08A.740 Police Relief and Pension Fund

There is created in the City, subject to the provisions of chapter 41.20 RCW, a “Police Relief and Pension Fund”. This fund is used to meet the obligations of chapter 41.20 RCW in accordance with RCW 41.26.040.

Section 5. That Section 13.04.020 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.020 ((~~Water Fund~~)) Water-Wastewater Fund

Payments for City water utility service and/or any other payment or charge, including labor and materials, are made to the ((~~city treasurer~~)) City and placed to the credit of the ((~~water fund~~)) Water-Wastewater Fund((~~, as provided in SMC 7.08.400~~)).

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

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

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Effective Date

Memorandum

Office of the Mayor

DATE: July 20, 2026

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

TO: Council President Betsy Wilkerson, Chair, Finance and Administration Committee & Councilmember Paul Dillon, Vice Chair, Finance and Administration Committee

RE: Fund Modernization and Streamlining Ordinance

This ordinance modernizes and streamlines the City's financial funds in the municipal code by removing codes that are no longer active or unnecessarily codified, codifying funds that should be codified, and updating references and information in the existing fund structure.

The following funds are added to the codified funds list:

Name of Fund	Type of Fund
BuildSpokane	Special Revenue Fund
Path and Trails	Special Revenue Fund
General Obligation Bond Redemption Fund	Debt Service Fund
Special Assessment Debt Fund	Debt Service Fund
University District LRF Fund	Debt Service Fund
Integrated Capital Management Fund	Enterprise Fund

The following funds are removed from the codified funds list because they are no longer active or are unnecessarily codified:

Name of Fund	Type of Fund
Channel Five Equipment Reserve Fund	Special Revenue Fund
Parking Facilities Fund	Special Revenue Fund
Miscellaneous Grants Fund	Special Revenue Fund
Local Law Enforcement Block Grant Fund	Special Revenue Fund

Public Safety and Judicial Grants Fund	Special Revenue Fund
Communications Building Maintenance and Operations Fund	Special Revenue Fund
Redevelopment Fund	Special Revenue Fund
Urban Forestry Fund	Special Revenue Fund
Human Services Grants Fund	Special Revenue Fund
Miscellaneous Community Development Grants Fund	Special Revenue Fund
Trial Court Improvement Fund	Special Revenue Fund
Community Development Home Rehabilitation Funds	Special Revenue Fund
Rental Rehabilitation Fund	Special Revenue Fund
State Housing Program Fund	Special Revenue Fund
Emergency Shelter Fund	Special Revenue Fund
Defined Contribution Administration Fund	Special Revenue Fund
Financial Partnership Portfolio Fund	Special Revenue Fund
Transparent Democracy Fund	Special Revenue Fund
HUD Section 108 Loan Guarantee Debt Fund	Debt Service Fund
Capital Projects Construction Fund	Debt Service Fund
Library Construction and Improvement Fund	Debt Service Fund
Solid Waste Disposal Construction Fund	Enterprise Fund
Golf Course Construction Fund	Enterprise Fund
Golf Course Debt Service Fund	Enterprise Fund
All Codified Internal Service Funds	Internal Service Fund
Arboretum Fund	Fiduciary Fund
Spokane Regional Transportation Council Fund	Fiduciary Fund
EMS Program Director Fund	Fiduciary Fund
Library Expendable Trust Fund	Fiduciary Fund
Salary Fund	Fiduciary Fund
Claims Fund	Fiduciary Fund
Fiscal Agency Fund	Fiduciary Fund
Library Memorials Trust Fund	Fiduciary Fund

Proposed Ordinance Table of Contents

Section 1. Repeals SMC Chapter 07.08 (Funds)
Section 2. Repeals SMC Section 04.31.060 (BID Fund)
Section 3. Repeals SMC Section 04.31C.060 (BID Fund)
Section 4: Adopts a new SMC Chapter 07.08A (Funds):

Article I – General Fund

New SMC Section 07.08A.100 (General Fund)
New SMC Section 07.08A.110 (General Fund Reserves)

Article II – Special Revenue Funds

New SMC Section 07.08A.200 (Special Revenue Funds Defined)
New SMC Section 07.08A.201 (American Rescue Plan Fund)
New SMC Section 07.08A.202 (BuildSpokane Fund)
New SMC Section 07.08A.203 (Cannabis Excise Tax Fund)
New SMC Section 07.08A.204 (Code Enforcement Fund)
New SMC Section 07.08A.205 (Community Development Funds)
New SMC Section 07.08A.206 (Community Safety Fund)
New SMC Section 07.08A.207 (Criminal Justice Assistance Fund)
New SMC Section 07.08A.208 (Domestic Violence Prevention Fund)
New SMC Section 07.08A.209 (Emergency Rental Assistance Fund)
New SMC Section 07.08A.210 (Fire/Emergency Medical Services Fund)
New SMC Section 07.08A.211 (Forfeitures and Contributions Fund)
New SMC Section 07.08A.212 (HEART Fund)
New SMC Section 07.08A.213 (Historic Preservation Incentives Fund)
New SMC Section 07.08A.214 (HOME Entitlement Program Fund)
New SMC Section 07.08A.215 (Hotel/Motel Tax Fund)
New SMC Section 07.08A.216 (Legal Services and Relocation Fund)
New SMC Section 07.08A.217 (Parking System Fund)
New SMC Section 07.08A.218 (Path and Trails Fund)
New SMC Section 07.08A.219 (Pension Contributions Fund)
New SMC Section 07.08A.220 (Public Art Project Fund)
New SMC Section 07.08A.221 (Public Safety Personnel and Crime Reduction Fund)
New SMC Section 07.08A.222 (Real Estate Excise Tax Funds)
New SMC Section 07.08A.223 (Residential Rental Property Eviction Prevention and Mitigation Fund)
New SMC Section 07.08A.224 (Spokane Parks and Recreation Fund (Park Fund))
New SMC Section 07.08A.225 (Spokane Parks and Recreation Capital Projects Fund (Parks Capital Projects Fund))
New SMC Section 07.08A.226 (Spokane Public Library Fund (Library Fund))
New SMC Section 07.08A.227 (Spokane Safe Streets Fund)
New SMC Section 07.08A.228 (Spokane United 911 Network Fund)
New SMC Section 07.08A.229 (Street Operations and Maintenance Fund)
New SMC Section 07.08A.230 (Transportation Benefit District Fund)

Article III – Capital Project Funds

New SMC Section 07.08A.300 (Capital Projects Funds)
New SMC Section 07.08A.310 (Arterial Street Fund)

Article IV – Debt Service Funds

New SMC Section 07.08A.400 (Debt Service Funds Defined)

New SMC Section 07.08A.410 (General Obligation Bond Redemption Fund)
New SMC Section 07.08A.420 (Iron Bridge TIF Debt Service Fund)
New SMC Section 07.08A.430 (Special Assessment Debt Fund)
New SMC Section 07.08A.440 (Special Assessment Guaranty Fund)
New SMC Section 07.08A.450 (University District LRF Fund)

Article V – Enterprise Funds

New SMC Section 07.08A.500 (Enterprise Funds Defined)
New SMC Section 07.08A.510 (Development Services Fund)
New SMC Section 07.08A.520 (Golf Fund)
New SMC Section 07.08A.530 (Integrated Capital Management Fund)
New SMC Section 07.08A.540 (Solid Waste Fund)
New SMC Section 07.08A.550 (Water-Wastewater Fund)
New SMC Section 07.08A.560 (Water-Wastewater Revenue Bond Fund)

Article VI – Internal Service Funds

New SMC Section 07.08A.600 (Internal Service Funds Defined)

Article VII – Fiduciary Funds

New SMC Section 07.08A.700 (Fiduciary Funds Defined)
New SMC Section 07.08A.710 (Employee's Retirement Fund)
New SMC Section 07.08A.720 (Firemen's Pension Fund)
New SMC Section 07.08A.730 (Parking and Business Improvement Area Funds)
New SMC Section 07.08A.740 (Police Relief and Pension Funds)

Section 5. Amends SMC Section 13.04.020 (Water Fund)
Section 6. Severability
Section 7. Clerical Errors

Section 1. Repeals SMC Chapter 07.08 (Funds)

- This repeals the former Funds chapter This chapter is to be replaced with SMC 07.08A to reflect the fund structure.

Section 2. Repeals SMC Section 04.31.060 (BID Fund)

- This repeals the existing Downtown Spokane BID Fund and recodifies it in new SMC Section 07.08A.730.

Section 3. Repeals SMC Section 04.31C.060 (BID Fund)

- This repeals the existing East Sprague BID Fund and recodifies it in new SMC Section 07.08A.730.

Section 4: Adopts a new SMC Chapter 07.08A (Funds):

Article I – General Fund

New SMC Section 07.08A.100 (General Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.110 (General Fund Reserves)

- Recodifies existing section and makes small grammatical or capitalization updates

Article II – Special Revenue Funds

New SMC Section 07.08A.200 (Special Revenue Funds Defined)

- Provides overview of special revenue funds (incorporates language from SMC 07.08.099)

New SMC Section 07.08A.201 (American Rescue Plan Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.202 (BuildSpokane Fund)

- This codifies a new special revenue fund for the revenue generated through the sales tax imposed through SMC 08.07B, commonly known as 1406.

New SMC Section 07.08A.203 (Cannabis Excise Tax Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes name of the existing fund from "Cannabis Special Revenue Fund" to "Cannabis Excise Tax Fund)
- Makes small grammatical or capitalization updates

New SMC Section 07.08A.204 (Code Enforcement Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.205 (Community Development Funds)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.206 (Community Safety Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.207 (Criminal Justice Assistance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.208 (Domestic Violence Prevention Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.209 (Emergency Rental Assistance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.210 (Fire/Emergency Medical Services Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name from "Emergency Medical Services Fund" to "Fire/Emergency Medical Services Fund"

New SMC Section 07.08A.211 (Forfeitures and Contributions Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.212 (HEART Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.213 (Historic Preservation Incentives Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.214 (HOME Entitlement Program Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.215 (Hotel/Motel Tax Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.216 (Legal Services and Relocation Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.217 (Parking System Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.218 (Path and Trails Fund)

- This is a new codified fund of an existing revenue source for projects related to path and trails. This revenue is received from the state through the fuel tax.

New SMC Section 07.08A.219 (Pension Contributions Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.220 (Public Art Project Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.221 (Public Safety Personnel and Crime Reduction Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.222 (Real Estate Excise Tax Funds)

- Recodifies existing section and makes small grammatical or capitalization updates
- Fixes several RCW reference typos

New SMC Section 07.08A.223 (Residential Rental Property Eviction Prevention and Mitigation Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.224 (Spokane Parks and Recreation Fund (Park Fund))

- Recodifies existing section and makes small grammatical or capitalization updates
- Removes reference to the Park Fund including capital funds, as this ordinance amends an existing special revenue fund for Parks and Recreation Division capital projects.

New SMC Section 07.08A.225 (Spokane Parks and Recreation Capital Projects Fund (Parks Capital Projects Fund))

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name of the fund from "Cumulative Reserve Fund, Park Department, Capital Purposes" to "Parks Capital Projects Fund"

New SMC Section 07.08A.226 (Spokane Public Library Fund (Library Fund))

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.227 (Spokane Safe Streets Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.228 (Spokane United 911 Network Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.229 (Street Operations and Maintenance Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the name of the fund from "Street Maintenance Fund" to "Street Operations and Maintenance Fund"

New SMC Section 07.08A.230 (Transportation Benefit District Fund)

- Recodifies existing section and makes small grammatical or capitalization updates
- Changes the type of fund from a fiduciary fund to a special revenue fund

Article III – Capital Project Funds

New SMC Section 07.08A.300 (Capital Projects Funds)

- Provides overview of capital projects funds. Incorporating language from existing SMC 07.08.299

New SMC Section 07.08A.310 (Arterial Street Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

Article IV – Debt Service Funds

New SMC Section 07.08A.400 (Debt Service Funds Defined)

- Provides overview of debt service funds, incorporating language from existing SMC 07.08.199

New SMC Section 07.08A.410 (General Obligation Bond Redemption Fund)

- This debt service fund is a fund specifically used for making principal and interest payments on the City's unlimited general obligation bonds and certain limited obligation bonds

New SMC Section 07.08A.420 (Iron Bridge TIF Debt Service Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.430 (Special Assessment Debt Fund)

- This debt service fund used specifically for paying principal and interest payments on local improvement district bond following the completion of the project.

New SMC Section 07.08A.440 (Special Assessment Guaranty Fund)

- Changes the name of the fund from "Local Improvement Guaranty Fund" to "Special Assessment Guaranty Fund"

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.450 (University District LRF Fund)

- This debt service fund is used for the purposes of transactions related to the University District revitalization area, pursuant to SMC 08.17.

Article V – Enterprise Funds

New SMC Section 07.08A.500 (Enterprise Funds Defined)

- Provides overview of Enterprise Funds, incorporating language from SMC 07.08.399

New SMC Section 07.08A.510 (Development Services Fund)

- Changes the name of the "Building Services Fund" to "Development Services Fund"
- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.520 (Golf Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.530 (Integrated Capital Management Fund)

- This enterprise fund is for the purpose of integrated public works projects

New SMC Section 07.08A.540 (Solid Waste Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.550 (Water-Wastewater Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

New SMC Section 07.08A.560 (Water-Wastewater Revenue Bond Fund)

- Changes the fund name from the "Water Revenue Bond Fund" to the "Water-Wastewater Revenue Bond Fund"
- Recodifies existing section and makes small grammatical or capitalization updates

Article VI – Internal Service Funds

New SMC Section 07.08A.600 (Internal Service Funds Defined)

- Provides overview of Internal Service Funds, incorporating language from existing SMC 07.08.499

Article VII – Fiduciary Funds

New SMC Section 07.08A.700 (Fiduciary Funds Defined)

- Provides overview of Fiduciary Funds, incorporating language from existing SMC 07.08.599

New SMC Section 07.08A.710 (Employees' Retirement Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

- Changes reference of City Treasurer or their designee to Chief Financial Officer or their designee

New SMC Section 07.08A.720 (Firemen's Pension Fund)

- Recodifies existing section and makes small grammatical or capitalization updates

- Changes the name of the fund from "Firemen's Pension Fund" to the "Firefighters' Pension Fund" to match the official name of the fund under state law.

New SMC Section 07.08A.730 (Parking and Business Improvement Area Funds)

- Consolidates and recodifies the existing BID Funds established in SMC 04.31.060 and SMC 04.31C.060

- Recodifies existing sections and makes small grammatical or capitalization updates

New SMC Section 07.08A.740 (Police Relief and Pension Fund)

- Recodifies existing sections and makes small grammatical or capitalization updates

Section 5. Amends SMC Section 13.04.020 (Water Fund)

- Amends the name of the fund from "Water Fund" to "Water-Wastewater Fund".

Section 6. Severability

- Standard severability language

Section 7. Clerical Errors

- Standard clerical errors language.

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/09/2026

Date Rec'd	8/23/2026		
Clerk's File #	CPR 1981-0295		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF LAUREN PANGBORN TO THE PLAN COMMISSION		

Agenda Wording

Appointment of Lauren Pangborn to the Plan Commission for a term from September 22, 2026, to September 21, 2030.

Summary (Background)

Appointment of Lauren Pangborn to the Plan Commission for a term from September 22, 2026, to September 21, 2030.

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?

Council Subcommittee Review

SMC 04.12

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
sgardner@spokanecity.org	jsnyder@spokanecity.org

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/09/2026

Date Rec'd	8/23/2026		
Clerk's File #	CPR 1991-0068		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF LYDEA MAYNARD TO THE SPOKANE HUMAN RIGHTS		

Agenda Wording

Appointment of Lydea Maynard to the Spokane Human Rights Commission as a youth member representing Council District 2 for a term of September 2, 2026 to September 1, 2027.

Summary (Background)

Appointment of Lydea Maynard to the Spokane Human Rights Commission as a youth member representing Council District 2 for a term of September 2, 2026 to September 1, 2027.

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?

SMC 04.10.020(C)

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/11/2026		
Clerk's File #	OPR 2026-0735		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	JUSTIN 5994	**Requisition #**	2027 FUNDS
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT		

Agenda Wording

The City Prosecutor's budget for 2027 and 2028 includes $68,541.49 annually to assist in funding one full-time domestic violence advocate per year in partnership with the YWCA.

Summary (Background)

State law requires Domestic Violence victims be informed of every critical stage of criminal proceedings. The YWCA has fulfilled the City of Spokane's requirement for Domestic Violence victim advocacy for many years. Several years ago, budget cuts required the City of Spokane to drastically reduce funding to the YWCA. The YWCA was able to supplement the funding provided by the City of Spokane donor funding. Unfortunately, that donor funding ceased at the end of 2022. The City of Spokane added extra funds to the 2023 contract to continue the same level of advocate services. The YWCA has maintained the same request for funding in the current biennial budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $68,541.49
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $68,541.49	**#** 0500-15100-15300-54101-99999
Select	**$**	**#**
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	PICCOLO, MIKE	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	YATES, MAGGIE		

Distribution List

Janinew@ywcaspokane.org	jbingham@spokanecity.org
dwhaley@spokanecity.org	ywang@spokanecity.org

City Clerk's No. OPR 2026-0735

City of Spokane

AGREEMENT

Title: **DOMESTIC VIOLENCE ADVOCACY PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **YWCA SPOKANE**, whose address is 930 North Monroe Street, Spokane, Washington 99201, as ("Agency"). Hereafter individually referenced as a “party”, and together the “parties”.

WHEREAS, the Agency and the City were participants in the Spokane Regional Domestic Violence Team (SRDVT) while the Team was operated wholly or partially with federal grant funds; and

WHEREAS, the City formed its own Municipal Court under RCW 3.50 effective January 1, 2009; and

WHEREAS, the Agency is the sole area provider of a state recognized community based domestic violence advocacy program; and

WHEREAS, the City is willing to provide partial funding to the Agency so it may continue to provide these services.

Now, Therefore,

The parties agree as follows:

1. PERFORMANCE. The Agency shall provide domestic violence legal advocacy services in accordance with the attached Scope of Work.

2. TERM. This Agreement shall become effective on January 1, 2027, and run through December 31, 2028. Either party may terminate this Agreement at any time upon thirty (30) days written notice. In the event of such termination, the City shall pay the Agency for all work previously authorized and performed prior to the termination date.

3. FUNDING. The City shall contribute a maximum of **SIXTY-EIGHT THOUSAND FIVE HUNDRED FORTY-ONE AND 49/100 DOLLARS ($68,541.49),** per year, toward the costs of the Advocates, to include salary and fringe benefits. The City shall reimburse the Agency for its expenses on a monthly basis. The Agency shall send its applications for payment to the Spokane City Prosecutor's Office, 909 West Mallon Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Agency's application.

4. INDEPENDENT CONTRACTOR. In the performance of the Agreement, the Agency is an independent contractor and not the agent or employee of the City. The Agency, its employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

5. INDEMNIFICATION. The Agency shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Agency, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

6. 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. **Workers' Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide Worker's Compensation coverage for all their subject workers and **Employers Liability Insurance (Stop Gap)** in the amount of $1,000,000.
Note: Workers Compensation may not be listed on the COI since WA businesses are required to obtain through L & I. Employers Liability or Stop Gap is separate coverage and can be found under the GL or in the Workers Compensation section on COI.

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate 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 $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Sexual and Molestation (SAM):** Contractor shall maintain insurance, in the amount of 1,000,000 per occurrence $2,000,000 aggregate, for the greater of 12 months or the duration of the contract.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. Except with regard to Professional Liability (when required) and Worker's Compensation Insurance, each of the policies shall endorse the City of Spokane as an "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 sixty (60) 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. 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.

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

8 REPORTS. The Agency shall submit to the City Prosecutor or his designee quarterly reports detailing its contractual performance.

9. FUTURE SUPPORT. The City assumes no obligation for future support of the services contracted for except as expressly set forth in this Agreement.

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 Agency 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 Agency.

11. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this Agreement.

12. 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.

13. ENTIRE AGREEMENT. This written Agreement constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

14. 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.

15. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

16. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

17. DISPUTES. 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.

18. 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.

19. 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.

/////

/////

YWCA SPOKANE	**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 – Scope of Work
Exhibit B – Certificate of Debarment

26-151

SCOPE OF WORK

1. Staffing. The Agency shall hire a three-fourth (3/4) full time employee as a Domestic Violence Advocate, hereinafter the "Advocate", who shall be dedicated to handling certain matters associated with misdemeanor and gross misdemeanor domestic violence cases being prosecuted by the Office of the City Prosecutor in the Spokane Municipal Court. Each Advocate shall report to, and be supervised by, the Agency, which shall direct his / her day-to-day activities in accordance with the performance requirements specified herein.

2. Hours of Advocacy Services: The Agency shall provide the advocacy services to the Office of the City Prosecutor during the normal working hours, specifically, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.

3. Scope of Advocacy Services:

A. Advocates shall be qualified, capable, and willing to explain to victims, in detail, the court system and the court processes, including the trial process. Advocates shall contact, and inform witnesses of this information, when appropriate and as time allows.

B. Advocates should make every reasonable effort to contact all victims in all cases prior to the First Appearance hearing in each case in order to:

1) Provide the victim with some initial understanding of the sequence of events and legal process that will follow in the prosecution of the defendant for the harm caused the victim;

2) Determine the victim's willingness to accept advocacy services to be provided under the terms of this Agreement, and secure proper authority for release of necessary information;

3) Work with victim to assess their particular safety needs;

4) Determine if a referral for community advocacy services is appropriate; and

5) Work with victim to assess the victim's willingness to cooperate with the prosecution of the defendant, to define any concerns the victim may have with such cooperation, and to relay that information to the prosecutor assigned to the case.

C. Unless prohibited from doing so based upon an unequivocal request of the victim for termination of advocacy services, Advocates shall make every reasonable effort to keep in contact with alleged victims of domestic violence, regardless of

gender, and to encourage such victims to remain in contact with the Office of the City Prosecutor. Specifically, the Advocates should:

1) Make Good Faith efforts to contact the victim prior to each court hearing, specifically First Appearance, Arraignment, No Contact Order (NCO) Hearings, and Jury Trial, to:

2) Inform the victim on the status of the associated legal proceedings;

3) Work with victim to reevaluate the victim's safety needs;

4) Confirm the victim's current contact information, including address, telephone and at least one (1) message telephone number when available;

5) Re-assess the continuing willingness of the victim to cooperate with the prosecution of the defendant and to redefine any concerns the victim may have with such cooperation on an ongoing basis; and

6) Continue to develop a rapport with the victim, as well as provide any ongoing information and / or emotional support necessary to empower the victim and provide encouragement to the victim regarding testifying at trial.

D. An Advocate should work in partnership with the prosecutor to make reasonable efforts contacting all victims immediately after the Jury Readiness hearing regarding any cases that have been called "ready for trial" in order to:

1) Inform the victim of the strong likelihood the case involving him / her will proceed to trial as the circumstances of each particular case may require. Notify the victim the case has been continued or the case has been resolved and will not be going to trial.

2) Inform the victim of the specific date, time and location of the trial;

3) Confirm the victim is in receipt of a subpoena to testify at the trial; and

4) Confirm the victim's willingness to testify at trial.

E. Unless there are exceptional circumstances or other work requirements specifically precluding it, the Advocates shall make every reasonable effort to attend the following court appearances: First Appearance and all Trial dates for victim support. They shall attend other hearings when requested by the prosecuting attorney or victim, when time allows.

F. When Advocates have contact with victims, they shall update each associated file with detailed information regarding:

1) Date and time of any contact with a victim;

2) Specific content of such communications that will assist in the prosecution of the case; and

3) Update all contact information.

G. Advocates shall make every reasonable effort to arrange meetings or telephone conferences between the Office of the City Prosecutor and victims when requested by the prosecuting authority.

H. Courtroom attire is required for any Advocate who is attending court. Business dress casual shall be strictly adhered to by those Advocates not attending court on a given day.

EXHIBIT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

YWCA Spokane Name of Subrecipient / Contractor / Consultant (Type or Print)	YWCA Legal Advocacy Program Title (Type or Print)
Jeanette Hauck Name of Certifying Official (Type or Print) Chief Executive Officer Title of Certifying Official (Type or Print)	 Signature Date (Type or Print)

Issue Date 5/26/2026 Cert #:0000048603

NON PROFIT INSURANCE PROGRAM

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR

Clear Risk Solutions
159 Basin Street SW PMB #206
Ephrata, WA 98823

COVERED PARTY

Young Women's Christian Association
dba YWCA Spokane
930 North Monroe Street
Spokane, WA 99201

COMPANIES AFFORDING COVERAGE

GENERAL LIABILITY:	**NPIP / Munich Re. et al.**
AUTOMOBILE LIABILITY	**NPIP / Munich Re. et al.**
PROPERTY	**NPIP / Munich Re. et al.**
CRIME	**NPIP / Munich Re. et al.**
WRONGFUL ACT LIABILITY	**NPIP / Munich Re. et al.**
MISCELLANEOUS PROFESSIONAL LIABILITY	**NPIP / Munich Re. et al.**

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	**NPIP262754380**	**6/1/2026**	**6/1/2027**	PER OCCURRENCE	$5,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	$10,000,000
				PRODUCT-COMP/OP	$5,000,000
MEMBER DEDUCTIBLE: $25,000				PERSONAL & ADV. INJURY	$5,000,000
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$50,000,000
AUTOMOBILE LIABILITY					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	**NPIP262754380**	**6/1/2026**	**6/1/2027**	COMBINED SINGLE LIMIT	$5,000,000
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
COMMERCIAL PROPERTY	**NPIP262754380**	**6/1/2026**	**6/1/2027**	ALL RISK PER OCC EXCL EQ & FL	$100,000,000
				*BLANKET LIMIT (IF APPLICABLE)	N/A
*BLANKET LIMIT, IF SHOWN, IS APPLICABLE TO ALL LOCATIONS STATED AS BLANKET LIMIT ON THE STATEMENT OF VALUES ON FILE WITH THE COMPANY.				EARTHQUAKE PER OCC	Excluded
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
CRIME					
COMMERCIAL CRIME	**NPIP262754380**	**6/1/2026**	**6/1/2027**	PER OCCURRENCE	$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	$1,000,000
MEMBER DEDUCTIBLE: $1,000					
(CRIME IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$5,000,000
WRONGFUL ACT LIABILITY (INCLUDES E&O / D&O)					
WRONGFUL ACT LIABILTIY (CLAIMS MADE)	**NPIP262754380**	**6/1/2026**	**6/1/2027**	PER CLAIM	$5,000,000
MEMBER DEDUCTIBLE: $25,000				PER MEMBER AGGREGATE	$5,000,000
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$40,000,000
MISCELLANEOUS PROFESSIONAL LIABILITY					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	**NPIP262754380**	**6/1/2026**	**6/1/2027**	PER CLAIM	$5,000,000
				PER MEMBER AGGREGATE	$5,000,000
MEMBER DEDUCTIBLE: $1,000					
(LIABILITY IS SUBJECT TO A $500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$40,000,000

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

Issue Date 5/26/2026 **Cert #:0000048603**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
Regarding Agreement for Domestic Violence Advocacy Program. City of Spokane, its officers, employees and agents are named as Additional Covered Parties as respects General Liability regarding this agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Employers Liability (stop gap) is covered under the GL section of the Coverage Agreement with a limit of $1,000,000. Sexual Abuse Liability is included in the General Liability coverage listed above with a $2,000,000 limit per claim.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	Elizabeth Ralston

ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional **Covered Party**):

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Description of Activities / Operations / Designated Premises:

Regarding Agreement for Domestic Violence Advocacy Program. City of Spokane, its officers, employees and agents are named as Additional Covered Parties as respects General Liability regarding this agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. Employers Liability (stop gap) is covered under the GL section of the Coverage Agreement with a limit of $1,000,000. Sexual Abuse Liability is included in the General Liability coverage listed above with a $2,000,000 limit per claim.

With respect to coverage under the General Liability Coverage Part (including Products/Completed Operations):

A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies 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 performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

(1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
(2) The written contract, written agreement, or permit must be executed prior to the **Bodily**

Injury or
Property Damage.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

(1) This Coverage Agreement terminates;
(2) The written contract, written agreement, or permit terminates; or
(3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

a. The additional **Covered Party** is a Named Insured under such other insurance; and
b. You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

a. As if each **Covered Member** were the only **Covered Member**; and
b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Nov 21, 2025

Nonprofit Corporation

Unified Business ID #: 328006410
Business ID #: 001
Location: 0002
Expires: Dec 31, 2026

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
YWCA OF SPOKANE
930 N MONROE ST
SPOKANE WA 99201-2112

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE NONPROFIT BUSINESS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: child care. *MINOR MUST BE SUPERVISED BY A RESPONSIBLE ADULT IF WORKING PAST 8:00 P.M.*

LICENSING RESTRICTIONS:
It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Occupations are prohibited if there is a risk of exposure to bodily fluids or infectious agents, including hepatitis and HIV (occupational exposure to bloodborne pathogens). WAC 296-125-030 (24)

REGISTERED TRADE NAMES:
YWCA OF SPOKANE
YWCA SPOKANE

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 328006410 001 0002

YOUNG WOMEN'S CHRISTIAN ASSOCIATION
YWCA OF SPOKANE
930 N MONROE ST
SPOKANE WA 99201-2112

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE NONPROFIT BUSINESS - ACTIVE

Expires: Dec 31, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 07/29/2026

Date Rec'd	7/8/2026		
Clerk's File #	OPR 2022-0617		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	ITB 5693-22
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET RENEWAL FOR TRAFFIC CONTROL CABINETS		

Agenda Wording

Value Blanket renewal 4 of 4 of with Western Systems Inc. (Everett, WA) for the purchase of traffic signal control cabinets from 10/4/2026-10/3/2027 at a cost not to exceed $932,000.

Summary (Background)

The renewal of this Value Blanket (VB-301399), awarded via bid ITB 5693-22, provides a streamlined means of ordering traffic signal control cabinets for capital projects and/or street maintenance replacements. This Value Blanket is contracted with Western Systems Inc. and covers both ferally funded and non-federally funded projects.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 932,000
Current Year Cost	**$** 932,000
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 932,000	**#** Various
Select	**$**	**#**
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	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Robert Nims rnims@westernsystems-inc.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24698**	**4**
	Replaces Q-19460	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	**3025025002**	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,712.77	$3,712.77
1	**2525013000**	CONTROLLER CABINET (TS2-2); SPOKANE TYPE SMG (2016)	$12,325.62	$12,325.62
		CITY OF SPOKANE TYPE SMG SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG9XX-US**		
1	**2100000000**	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	**2100000044**	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	**2100000021**	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	**2010000040**	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	**4050090021**	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	**4460030085**	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	**5010030065**	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,493.02	$1,493.02
1	**5070070250**	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
1	**5060050710**	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$366.69
9	**5020010620**	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$434.70
1	**5030010887**	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
3	**5040040020**	FLASH TRANSFER RELAY	$48.25	$144.75
4	**5610030006**	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$1,890.56
1	**6910020500**	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	**6910020000**	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	**6910020505**	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	**7220086350**	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	**0630041000**	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	**5455050040**	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	**5455050072**	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	**5460015000**	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	**5460010450**	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	**6130020097**	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	**6130060060**	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	**6130070024**	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$50,764.88**
Shipping	$0.00
Tax 9.00%	$4,568.84
Grand Total	**$55,333.72**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24701**	**4**
	Replaces Q-19439	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3025025002	ENCLOSURE TYPE SM (GEN DOOR) ALLEN WRENCH HANDLE (UNFINISHED)	$3,712.77	$3,712.77
1	2525012060	CONTROLLER CABINET (TS2-1); SPOKANE TYPE SMG HAWK (2016) USA	$10,837.54	$10,837.54
		CITY OF SPOKANE TYPE SMG HAWK SPECIFICATIONS LOCATION: TBD CABINET # **WSSMG9XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,493.02	$1,493.02
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.51	$615.51
3	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$1,100.07
6	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$289.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
2	5040040020	FLASH TRANSFER RELAY	$48.25	$96.50
2	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$945.28
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$48,871.72**
Shipping	$0.00
Tax 9.00%	$4,398.45
Grand Total	**$53,270.17**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24705**	**4**

Replaces Q-19457

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3012500001	ENCLOSURE TYPE P+ ALLEN WRENCH (F) ALLEN WRENCH (S) HANDLES (UNFINISHED)	$3,607.27	$3,607.27
1	2510510004	CONTROLLER CABINET (TS2-2); SPOKANE TYPE P+ (ALPHA) 2018	$16,340.33	$16,340.33
		CITY OF SPOKANE TYPE P+ SPECIFICATIONS LOCATION: TBD CABINET # **WSP+33XX**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.46	$43.68
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,516.30	$1,516.30
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
2	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$733.38
16	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$772.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
6	5040040020	FLASH TRANSFER RELAY	$48.25	$289.50
8	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$3,781.12
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48
1	8025010245	UPS POWER MODULE HP 2000W W/(6) RELAYS & 120V INPUT/OUTPUT IP/SNMP 240V OPTION	$2,442.00	$2,442.00
1	8025015000	AUTOMATIC TRANSFER SWITCH ASSEMBLY (ALPHA); 19" RM W/SURGE, UATS, RECEPTACLES 120VAC (020-168-25)	$920.46	$920.46
1	8025095500	RBMS; CONTROLLER, SENSOR INT CABLES, (1) CAT5E CBLS, (4) BS3B-12-4-EQ SENSORS (4 BATTERY SYSTEM)	$904.87	$904.87
1	8025050032	BATTERY CABLE HARNESS KIT 48V 8FT 1/4-20 TERMINALS FXM SERIES W/13IN BLK EXT (334/P+) (SOUTHERN CALIFORNIA)	$326.74	$326.74
4	8025040085	BATTERY ALPHACELL 240XTV (112AH / 75LB)	$332.45	$1,329.80

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$63,361.58**
Shipping	$0.00
Tax 9.00%	$5,702.54
Grand Total	**$69,064.12**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

WesternSystems
Innovative Transportation Solutions

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Quotation

Date	Quote #	Rev #
07/01/26	**Q-24704**	**4**
	Replaces Q-19451	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	3010010102	ENCLOSURE TYPE P (GEN DOOR) ALLEN WRENCH HANDLE, 3 SHELVES (UNFINISHED)	$3,000.61	$3,000.61
1	2510010039	CONTROLLER CABINET (TS2-2); SPOKANE TYPE PG (2016) USA	$14,696.80	$14,696.80
		CITY OF SPOKANE TYPE PG SPECIFICATIONS LOCATION: TBD CABINET # **WSPG33XX-US**		
1	2100000000	SUB-ASSEMBLY 768 PANEL SYSTEM INSTALLATION (NEMA CABINET)	$108.76	$108.76
1	2100000044	SUB-ASSEMBLY ATSI FRAME GRABBER INSTALLATION 2021	$28.55	$28.55
1	2100000021	SUB-ASSEMBLY POLARA ICCU NAVIGATOR SYSTEM INSTALLATION (NEMA CABINET)	$426.19	$426.19
8	2010000040	RED JUMPERS UNUSED PHASES	$5.43	$43.44
1	4050090021	CONTROLLER EPAC M62; ATC / ATC COMM HUB / LINUX CPU / SEPAC 3.58D / 8133-0004-014	$6,417.00	$6,417.00
1	4460030085	SUB-ASSEMBLY DATA KEY 8MB 5V FLASH (2070/NEMA)	$65.78	$65.78
1	5010030065	SMART MONITOR (MMU2-16LEIP) 16 CH ENHANCED MMU W/FYA SUPPORT & ETHERNET	$1,516.30	$1,516.30
1	5070070250	POWER SUPPLY (PS250) SHELF MOUNT (TS2) 5A	$615.54	$615.54
2	5060050710	BUS INTERFACE UNIT (BIU700H) (TS2) 1/2W	$366.69	$733.38
16	5020010620	LOAD SWITCH (SSS87I/O) CUBE WITH I/O INDICATORS (PDC)	$48.30	$772.80
1	5030010887	FLASHER (SSF87) CUBE (PDC)	$45.00	$45.00
6	5040040020	FLASH TRANSFER RELAY	$48.25	$289.50
8	5610030006	LOOP AMPLIFIER (ORACLE4EH) 4CH 1/2 WIDTH WITH TIMING AND LCD DISPLAY	$472.64	$3,781.12
1	6910020500	TS2 FRAME GRABBER (SKF-0015)	$1,285.86	$1,285.86
1	6910020000	MEMORY TOKEN, SFX64MB (FRAME GRABBER)	$71.91	$71.91
1	6910020505	DIN RAIL ADAPTER FOR FRAME GRABBER	$76.67	$76.67
1	7220086350	CONTROL UNIT (iNAVIGATOR) INTELLIGENT CENTRAL CONTROL UNIT SHELF MOUNT (ALL CABINETS)	$4,411.40	$4,411.40

1	0630041000	SDLC CABLE (TS2) CONNECTORIZED BOTH ENDS 3FT	$102.06	$102.06
1	5455050040	OPTICOM (764) PHASE SELECTOR 4CH (INFRARED / GPS)	$5,359.00	$5,359.00
1	5455050072	OPTICOM (768) AUXILIARY INTERFACE PANEL (INFRARED / GPS)	$1,435.20	$1,435.20
1	5460015000	OPTICOM (3100) GPS RADIO UNIT	$5,320.67	$5,320.67
1	5460010450	OPTICOM (1070) GPS RADIO CABLE 500FT ROLL	$2,307.66	$2,307.66
1	6130020097	COPPER/EAD SWITCH (ML680DTP); (2 PAIR+2) (6) 10/100TX, (2) 100/1000M SFP, 2 PASSIVE POE PORTS	$2,111.40	$2,111.40
1	6130060060	POWER ADAPTER AC-DC (POWER CORD)	$101.20	$101.20
1	6130070024	CABLE - DUAL PORT QUAD DSL 2XRJ45 TO OPEN END 10FT FOR TERMINATING TO TB (ML684D)	$63.48	$63.48

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$55,187.28**
Shipping	$0.00
Tax 9.00%	$4,966.86
Grand Total	**$60,154.14**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
07/01/26	**Q-24706**	**2**
	Replaces Q-19460	

Project	Agency:
Annual Supply of Traffic Control Cabinets (2027)	City of Spokane, WA

This quotation is valid from 10/04/26 until 10/03/27

Prepared For:		To place an order:	
Contact:	**Rick Rinderle** **Phone:** 509-625-6527	**Contact:**	Robert Nims
Company:	**City of Spokane**	**Phone:**	425-438-1133
Email:	rrinderle@spokancity.org	**Fax:**	(425) 438-1585
Address:	901 N Nelson St	**Email:**	rnims@westernsystems-inc.com
City/State:	Spokane, Washington 99202	**This order is subject to the terms & conditions*	

Qty	Part #	Description	Unit Price	Ext. Price
1	2100000085	SUB-ASSEMBLY CTC X-RPS RAILROAD SYSTEM INSTALLATION (NEMA CABINET) 2020	$464.60	$464.60

Terms:	Net 30
Freight Terms:	FOB DESTINATION
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	**$464.60**
Shipping	$0.00
Tax 9.00%	$41.81
Grand Total	**$506.41**

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law,

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: WESTERN SYSTEMS, INC.

Business name: WESTERN TRAFFIC SYSTEMS

Entity type: Profit Corporation

UBI #: 602-090-725

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

Mailing address: 1122 INDUSTRY ST BLDG B
EVERETT WA 98203-7154

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	T12047274BUS			Active	Jan-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jan-31-2027	Apr-11-2006
Tumwater General Business - Non-Resident	R-007552			Active	Jan-31-2027	Apr-19-2006
Yakima General Business - Non-Resident	BL015072			Active	Jan-31-2027	Dec-28-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HOITING, ZACH	
SMITH, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
WESTERN SYSTEMS, INC.	Active	Dec-21-2020

The Business Lookup information is updated nightly. Search date and time: 7/7/2026 2:32:42 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: PIES **Date:** 07/14/2026

Committee Agenda type: Consent

Council Meeting Date: 07/29/2026

Date Rec'd	7/7/2026		
Clerk's File #	OPR 2026-0652		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	RFQ 6539-26
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4100 – ENGINEERING DESIGN ON CALL SUPPORT SERVICES FOR UPRIVER DAM		

Agenda Wording

The city requires an engineering firm with expertise in structural and mechanical engineering for on-call services at Upriver Dam. This item is for contracting with a consultant to assist with engineering needs at the dam.

Summary (Background)

Water & Hydroelectric Services is requesting Black and Veatch Corporation to provide on-call mechanical and structural engineering support at the Upriver Dam. The contract period will last for 2 years. Contract will be eligible for a 1-year extension upon mutual agreement.

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 operating budget.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$ 150,000.00
Subsequent Year(s) Cost	$ 150,000.00

Narrative

The consultant's fee schedule was reviewed by multiple levels of city employees and found to be at a reasonable cost to the city.

Amount		Budget Account
Expense	$ 300,000.00	# 4100-42460-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42460-34148-54201-99999

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Carlos Araoz araozc@bv.com	rhershaw@spokanecity.org
lhopkins@spokanecity.org	jlmeyer@spokanecity.org
rproszek@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	

City Clerk's OPR 2026-0652

City of Spokane

CONSULTANT AGREEMENT

Title: 2026-2028 ON CALL ENGINEERING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BLACK & VEATCH CORPORATION**, whose address is 11401 Lamar Avenue, Overland Park, Kansas 66211 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for 2026-2028 On-Call Engineering Services; and

WHEREAS, the Consultant was selected through a RFQu 6539-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on August 17, 2026, and ends on August 16, 2028, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignment") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the City's RFQu and Consultant's Proposal dated May 3, 2026 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.
Total annual compensation for Consultant's services under this On-Call Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**, plus tax, if applicable, in accordance with the Rate Sheet attached as Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 $1,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

   i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of $1,000,000 each claim and in the annual aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement excluding Worker's Compensation and Professional Liability, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services promptly upon written notification by the City provided, it occurs during the one year period following completion of the Consultant's services, and it is shown there is an error in the services caused by the Consultant's failure to meet the foregoing standard of care. Consultant shall re-perform at no additional cost to the City, such services within the original scope of services as may be necessary to remedy such error. Re-performed services shall be warranted for an additional year, not to exceed two years from completion of the original services. These obligations and representations are the Consultant's sole warranty and guarantee obligations and the City's exclusive remedy with respect to quality of the services. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in

the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of 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 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.

22. DISPUTES.

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior

governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for

construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

26. REPRESENTATIONS AND REMEDIES

Consultant makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth in this Agreement and any Task Assignments. The parties' rights, liabilities, responsibilities, and remedies with respect to Consultant ’s services shall be exclusively those expressly set forth in this Agreement or in a Task Assignment and are in lieu of any others available at law or otherwise.

27. WAIVER OF DAMAGES

Notwithstanding any provision in this Agreement or a Task Assignment to the contrary, and to the fullest extent permitted by law, Consultant (including any of its related or affiliated companies) shall not be liable to City and City expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of Consultant ’s services whether arising under breach of contract, warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

The rest of this page is intentionally blank

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

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

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated May 4, 2026
Exhibit C – Rate Sheet

26-157a

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

BLACK & VEATCH

CITY OF SPOKANE

Proposal for Engineering Design On-Call Support Services for Upriver Dam

MAY 4, 2026 | RFP RFQU #6539-26



PROPRIETARY AND CONFIDENTIAL

1. Letter of Submittal

BLACK & VEATCH CORPORATION
19801 SW 72nd Ave, #200 Tualatin, OR 97062
P +1 503-443-4425 | **E** ShieleeD@bv.com

May 4, 2026

City of Spokane
Tanya Lester/City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, WA 99202
Email: tlester@spokanecity.org

RE: Black & Veatch Proposal for Spokane Engineering Design On-Call Support Services for Upriver Dam

Dear Ms. Lester:

Black & Veatch is pleased to submit this proposal to the City of Spokane to provide support for the Engineering Design On-Call Support Services for Upriver Dam project. We have extensive experience in all aspects of design, maintenance, construction, and licensing of hydropower facilities and are ready to assist with the requested structural and mechanical engineering support and assistance navigating the Federal Energy Regulatory Commission (FERC) approval process.

Black & Veatch is an employee-owned corporation with locations worldwide. The team for this effort will be based out of our **Tualatin Oregon hydropower design center**. There are no current or former employees from the participating Agencies employed by or on our governing board as of the date of the Proposal or during the previous twelve (12) months. Black & Veatch acknowledges and accepts all terms and conditions set forth in RFQu 6539-26.

Black & Veatch more than meets the minimum qualifications identified in paragraph 1.3 of the RFQu and will articulate how in detail in the Qualifications Statement. We are a **full spectrum engineering company**, located in the Pacific Northwest, with **decades of experience in water and hydroelectric work**. Our proximity ensures our team is highly responsive and sensitive to local issues. We are licensed to do business in the State of Washington.

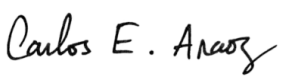
We are excited to partner with you to provide engineering support for all of your structural and mechanical needs and can provide electrical support as well to power any of the mechanical systems at the dam. Our local team is available and ready to provide value to the City. We are ready to deliver and support various needs. We provide:

- **Proven and Compliant Intake & Spillways Design Experience.** We are proud to have provided FERC-compliant spillway hoists at Cochrane for NorthWestern Energy, a complex system of 25 separate gates at Stanislaus for Pacific Gas & Electric, and whole new intakes and new spillway at Twin Falls for We Energies, among many others. We regularly create FERC-accepted QCIPs and TCEAP for our designs and would be pleased to bring this experience to the City's projects.
- **Proven Powerhouse Design Experience.** Black & Veatch has delivered many successful projects. Our team completed Merced Irrigation District's Merced Falls Spillway Replacement and WE Energies' Twin Falls (new) Auxiliary Spillway projects, with full regulatory approvals. We also completed the PGE Faraday repowering project in Estacada.

- **Local Leadership with National Depth**. Project Manager David Shielee, PE, will lead the effort from our Portland, OR hydropower design center, supported by engineers in Spokane, Seattle, Post Falls, Boise, and nationwide and are available to drive on short notice for on-site support. David's decade of experience managing a wide variety of projects for United States Army Corps of Engineers (USACE), ensures the City receives a team that understands the region and its priorities. Additionally, our Structural and Electrical Leads are based in western Idaho — providing a local point of contact and face-to-face support throughout the project.
- **OEM-Level Turbine-Generator Capability**. Black & Veatch's team includes those that started their careers with OEMs and so are able to provide high-quality detailed analyses and sound engineering recommendations. Recently we provided a design for turbine-generator changes at CJ Strike for Idaho Power that worked inside 11 separate FERC and regulator restrictions and still were able to provide a convergent solution that is moving into a bid process now.
- **Familiarity With the City and the Project**. Our prior work on the Upriver Dam Comprehensive Assessment Report gives us a head start—familiarity with the site, its operational context, and its regulatory landscape. The Black & Veatch team did a very detailed review of the full Upriver Dam facilities, including the embankments, both powerhouses, and the spillway to fully develop and evaluate the facility potential failure modes. This process gives our team a high level of knowledge of the Upriver Dam project that we can bring to bear on future efforts.

We appreciate the opportunity to share our capabilities and approach to execute this important work and look forward to further discussions. Should you have further questions, please contact Carlos Araoz at 916.858.2433 or AraozC@bv.com or our project manager David Shielee at 503-443-4425 or ShieleeD@bv.com.

Very truly yours,
Black & Veatch Corporation



Carlos Araoz
Vice President



David Shielee
Project Manager

cc: Trent Rusk, Northwestern Hydro Solution Lead
Michael Lubovich, Client Account Manager

2. Qualification Statement

A. Description of Qualifications and Experience

B. Staffing Plan

C. References

D. Contracts During the Last Five Years

E. Terminated Contracts

Qualifications Statement

A. Description of Qualifications/Experience

Black & Veatch is a global leader in water and energy infrastructure with more than 100 years of specialized experience delivering hydropower planning, design, and construction services. We offer expertise in all types of hydropower schemes, including conventional, run-of-river, pumped storage, and small hydro. We have partnered with utilities and public agencies across North America to deliver safe, reliable, and regulation-compliant solutions for some of the most complex dam projects in operation today. Our hydropower team is centered here in the Pacific Northwest, based out of Tualatin, OR and has successful relationships with many local utilities and power providers.

HYDROPOWER EXPERIENCE

500+ Projects

79,000+ MW Total Installed Capacity

#4 ENR Ranking Hydro Plants & Power Overall

1st Plant **1916**

1 to **6,300 MW** Projects

We bring a seasoned, multidisciplinary team of hydropower engineers and technicians capable of supporting and self-performing the full range of design and regulatory needs—both within and outside the powerhouse (see the staffing plan and organization chart for structural and mechanical scope coverage). Our team delivers local support across the full project lifecycle, from early-stage studies and cost–benefit evaluations—such as the Gravity Water Supply Energy Recovery project for the City of Port Townsend—to complex, large-scale capital projects, including Portland General Electric's Faraday Repower and the award-winning Twin Falls Redevelopment for WE Energies.

The following experience presents a small sample of projects demonstrating our ability to successfully deliver the same scope of work described in the City's RFQu.

Dam, Spillway, Intake and Comprehensive Projects



Cochrane Gate Hoists Replacement

NorthWestern Energy | Great Falls, MN

Black & Veatch prepared the design drawings and specifications for replacement of seven radial gate hoists at the Cochrane Dam. The design included upgrading the hoists to factory assembled skid-mounted assemblies with fully sealed primary and secondary gearboxes, incorporation of redundant load protection devices and increasing the rated capacity from 37.5 tons to 44 tons. Following design review of the vendor's final hoist design, Black & Veatch incorporated their details into the overall design package and prepared a Supporting Design Report (SDR), Quality Control Inspection Program **(QCIP),** and a Temporary Construction Emergency Action Plan **(TCEAP)** for project approval by the Federal Energy Regulatory Commission **(FERC)**. Black & Veatch supported NorthWestern during procurement, manufacture, and installation of the new hoists, including reviewing shop drawings, submittals, and responding to RFI's.



Stanislaus Fish Screened Intake Project

Pacific Gas & Electric | California

Black & Veatch managed engineering and construction of this complex fish screened intake project as part of PG&E's **FERC** relicense for the Spring Gap-Stanislaus Hydroelectric Project. Implementing this 650 cfs screened diversion at Sand Bar Dam presented significant O&M challenges associated with water control and heavy debris/sediment loads, especially considering the diversion redirects the majority of, if not all river flow. Black & Veatch designed this project using over 25 actuated **sluice gates, slide gates, overshot gates, and hinged swing gates** to accomplish various flow control objectives. Black & Veatch was instrumental in **collaborating with FERC and other resource agencies** to obtain regulatory buy-in. The design was **completed ahead of schedule** and bids came in within the expected cost estimate range. Black & Veatch provided **construction management support** over the 3-year construction phase to assure FERC that the project was built according to the QCIP.



Twin Falls Powerhouse & Spillway Redevelopment

We Energies | Michigan

Black & Veatch was contracted to provide project management, preliminary and final **design,** project controls, **regulatory support, resident engineering, startup management services**, and procurement of equipment. The project replaced the ~100-year-old Powerhouse with a new, 2 x 4.5 MW **Kaplan** powerhouse with two new hydro **turbines**, a **new overpour spillway with three Tainter gates**, and a deep **intake structure** with inlet racks, trash rake, and 25-ft wide by 30-ft tall needle beam/sheet pile isolation assemblies. The project also included **improvements to existing site and dam structures, and balance of plant work.** Black & Veatch procured the trash rake, provided **construction phase services** and coordinated startup and commissioning.

Turbine, Generator and Balance of Plant



Carmen Smith Powerhouse Rehabilitate

Eugene Water and Electric Board (EWEB) | Oregon

EWEB contracted with Black & Veatch to provide owner's engineer and design services to rehabilitate the Carmen-Smith Generating Station containing 2x 55 MW **turbine-generators**. Black & Veatch was responsible for initial scoping, cost estimates, detailed specifications, design and procurement support, factory inspection and witness testing. Both generators underwent turbine **runner** replacement, **bearing** overhaul, instrumentation modernization, generator rewind, removal of abandoned rotating exciters, and re-insulated of the rotor poles. All major components were inspected and tested prior to reassembly. Black & Veatch provided extensive **construction phase engineering services** for the refurbishment and commissioning



Pickwick Hydro Life Extension

Tennessee Valley Authority (TVA) | Tennessee

TVA contracted with Black & Veatch to provide assessment, planning and support services to extend the life of the aging Pickwick U5&6 for another 40 years. Scope included **generator** stator windings & core, **generator** poles, **Kaplan** runners, turbine shaft, cast steel **wicket gates**, and other turbine components. The Balance of Plant Systems (BOP) will also be replaced and upgraded during the project including raw **cooling water**, generator and turbine **bearing** lube oil piping and components, thrust lift oil, generator switchgear, and excitation system. Construction work is in progress.



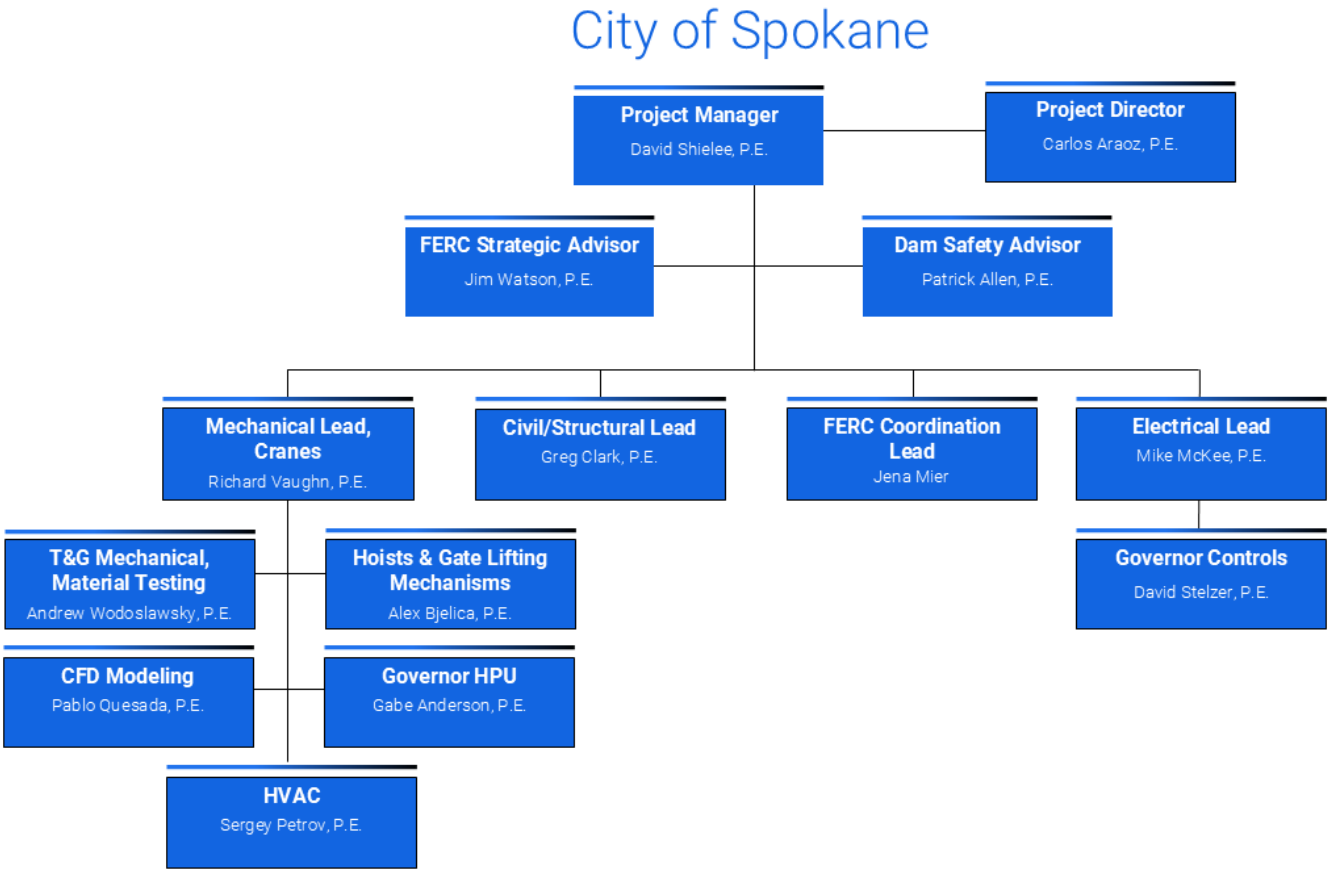
Foster Kaplan Turbine Hub Refurbishment

USACE | Oregon

Black & Veatch provided plans and specifications to refurbish two vertical hydroelectric units outfitted with 2 x 10 MW **Kaplan** style turbine runners at the Foster Powerhouse. Engineering services for the project included complete disassembly, inspection, repair or replacement and reassembly of: Kaplan turbine **runner**, packing box, generator **bearings**, brake **oil/air system**, **air coolers**, **oil bearing coolers**, rotor spider, **cooling water** piping, instruments, and **high-pressure oil lift** system. The machines were successfully placed back into service.

B. Staffing Plan

The following pages include an introduction to our proposed team with roles and qualifications that outline how their current capabilities and previous experience will be an asset to this project. We have provided extended resumes in the Appendix A. While no electrical scope was specifically identified in the RFQu, we are showing electrical capability to support scope that will most likely be required for any powered mechanical equipment.





David Shielee, P.E

Project Manager

Education

- MS, Mechanical Engineering, Oregon State University
- BS, Mechanical Engineering, George Fox University

Years Experience

20

David will serve as your primary point of contact and has full authority to deliver this project successfully. As Project Manager, based out of **Tualatin, OR**, he will lead all aspects of scope, schedule, and budget management while ensuring **clear communication and alignment across the team.** David combines strong technical expertise with exceptional leadership and interpersonal skills, enabling him to keep complex projects on track and stakeholders informed.

With 18 years in power generation and more than a decade focused on hydropower, David brings extensive experience managing large-scale, **multi-discipline projects in the Pacific Northwest**, including multiple unit rehabs, spillway rehabs, radial/tainter gate rehab and digital governor upgrades. His ability to balance **big-picture strategy with meticulous attention to detail** ensures that every element of the project—**from design coordination to construction support**—is executed to the highest standards. David's proven track record of delivering safe, efficient, and regulation-compliant solutions makes him the ideal leader for this effort.

David led hydropower initiatives for the USACE Portland District with $50k to $1.7B budgets, ensuring **compliance with FERC** and other regulatory bodies. He has led more than 60 projects nationwide with as many as 25 running simultaneously. His varied experience and ability to handle large workloads will serve you well, regardless of what work you need done.



Carlos Araoz
Project Director

Carlos Araoz is a Vice President with over 40 years of experience in project development, project management, design, construction, and maintenance of hydropower and hydraulic structures projects. He presently serves as the Project Director for most large projects, providing strategic guidance to clients across the United States. Carlos is the Director of the Hydropower & Hydraulic Structures business line within Black & Veatch.

Education
- MS, Bus Admin, Univ Kansas
- BS, Electrical, Natl Univ of Engr-Lima, Peru

Years Experience
40



Jim Watson, P.E.
FERC Strategic Advisor

Jim is currently supporting over $3.5 billion in dam safety capital improvement projects in California; most of which are under FERC's jurisdiction. Prior FERC project experience includes the design and construction of both new and the retrofit of hydroelectric powerhouses, penstocks, dams, and hydraulic structures.

Education
- BS, Civil Engineering, Structural & Hydraulics, U.C. Berkeley

Years Experience
40



Patrick Allen, P.E.
Dam Safety Advisor

Patrick is a civil engineer with 28 years of experience primarily focused on dam projects and disciplines including: development and implementation of dam safety inspections using mobile data applications, PFMA and SQRA workshop tools and application development, the development and maintenance of construction related databases, engineering design, feasibility and planning studies, large scale topographic surveys, scheduling & cost estimating, and construction monitoring.

Education
- BS, Civil Engineering, Rose-Hulman Institute of Technology

Years Experience
28



Mike McKee, P.E.
Electrical Lead

Mike is a professional Engineer based out of **Post Falls, ID**, with over 22 years' experience in detailed electrical design scope including power system calculations, developing one-line diagrams, wiring and interconnection diagrams, physical equipment layout and conduit details. Major responsibilities also include technical direction and resource management for engineering teams, construction support, schedule development, electrical equipment procurement, estimating and proposals, and client collaboration and communication.

Education
- BS, Electrical Engineering, Power, Boise State University

Years Experience
22



Richard Vaughn, P.E.
Mechanical Lead, Cranes

Rich Vaughn is a US Army Corps of Engineers Hydroelectric Design Center with 44 years of experience. He was the national agency expert for hydropower mechanical systems. His work includes: dams and hydropower, cranes and hoists, measurement and analysis for turbines, generators and other mechanical equipment, field testing of mechanical equipment, failure analysis, vibration analysis, mechanical aspects of generators like the failure analysis of rotor spiders, thrust bearing brackets and thrust collars, fluid power systems, cooling systems, pumps, piping, and digital governors, fish guidance systems, welding, lubrication.

Education
- BS, Mechanical Engineering, Machine Design, University of Portland

Years Experience
44



Greg Clark, P.E.
Civil/Structural Lead

Greg Clark has 31 years of experience with design, design management, and construction oversight of water related projects. Greg has 31 years of experience with design, design management, and construction oversight of water related projects. Greg is based in **Boise, ID**, and he brings a multi-disciplinary perspective with a unique blend of technical expertise in civil, structural, and hydraulic engineering. Greg's primary focus relates to structural design of hydraulic structures. Specific project tasks include design of spillways, penstocks, water intakes, gate structures, fish ladders, and hydroelectric facilities.

Education
- MS, Civil Engineering, University of Arizona
- BS, Civil Engineering, California State University

Years Experience
31



Education
- BS, Marine Science/ Biology, University of Tampa

Years Experience
39

Jena S. Mier, PWS, PMP
FERC Approval Lead

Jena Mier has more than 39 years of experience in environmental resource permitting and licensing, with 12 years of energy project experience, providing environmental project management for large scale energy projects including solar energy centers, transmission lines, natural gas pipelines, and power plants. She has recent experience in hydropower relicensing and FERC coordination.

> ***"The entire team from Black & Veatch (project team and executive leadership) has been committed to success and to Alabama Power's needs the entirety of the project. We have found them to be professional and execution driven with safety and quality as a key focus."***
>
> **JOEY STEELE, PROJECT MANAGER, BARRY 8**
> SOUTHERN COMPANY

C. References

OWNER	CONTACT NAME, ROLE	CONTACT INFO	RELATED PROJECTS
Douglas County PUD	David Hewitt, Chief Dam Safety Engineer	david.hewitt@dcpud.org 509-881-2235	Wells Gate Unit 7 troubleshooting, inspections and repairs
Eugene Water & Electric Board	Dalen Willhite, Senior Mechanical Engineer	dalen.willhite@eweb.org 541-685-7605	Carmen Powerhouse Gate Replacement
Pacific Gas & Electric (PG&E)	Trevor McGuckin, Civil Engineer, Power Generation (Hydro)	t4mf@pge.com 209-617-4322	Stanislaus Fish Screened Intake
Placer County Water Agency	Kyle Dushane, Chief Dam Safety Engineer	kdushane@pcwa.net 530-367-6715	Hell Hole Seasonal Storage, Hell Hole Low-level Outlet Modifications

D. List of Contracts

Black & Veatch has a proven track record of delivering multi-disciplinary projects that mirror the complexity and regulatory requirements of the likely work at Upriver Dam. Our work spans full spillway gate replacements, major spillway overhauls, generator and turbine rehabilitations and new design and installs, and detailed inspections under FERC oversight—often on aging structures in challenging physical, hydraulic, regulatory and environmental conditions.

The projects highlighted in this section were carefully selected from many more possible examples for their direct relevance to the City's needs. They demonstrate our ability to design and install a variety of hydropower systems and provide comprehensive construction support services.

CLIENT | PROJECT NAME CONTRACT PERIOD	RELEVANT EXPERIENCE		REFERENCE CONTACT INFORMATION
PG&E | Hydro Strategic Alliance 2003-Ongoing	• FERC and DSOD coordination • Tunnel and Shaft Repair • Outlet Structure Design • Hydraulic Verification • Spillway Remediations	• Dam Design and Repair • Condition Assessments • Penstock Design • Gate Selection and Stoplog evaluation	Name: Rob Bowers Phone: 530-949-9387 Email: RSBz@pge.com
EWEB | Carmen-Smith Power Plant & Substation Rehabilitation 2015-2025	• Owner's Engineer • Rotor & Stator inspection and testing • Generator Cooling Design • Full Generator Refurbishment stator rewind, rotor coils, frame repair)	• Construction & Commissioning Support • Bid Phase Assistance • TSV Design	Name: Mark Zinniker Phone: 541-684-7449 Email: mark.zinniker@eweb.org

CLIENT | PROJECT NAME CONTRACT PERIOD	RELEVANT EXPERIENCE		REFERENCE CONTACT INFORMATION
Idaho Power Company | Hells Canyon Spillway - Oxbow Service Spillway 2019-Ongoing	• Spillway Rehabilitation Design • CFD Modeling • Stability Analysis	• Remediation Recommendations from Inspections and Analysis • Structural Inspections	Name: Paul Walz Phone: 208-388-5866 Email: pwalz@idahopower.com
NorthWestern Energy | Cochrane Gate Hoists Replacement 2022-2024	• Radial Gate Hoist Engineering, Drawings and Specifications • Increased Gate Hoist Capacity • Lifting Demand Calculations	• Preparation of SDR, QCIP & TCEAP for Project Approval by FERC • Procurement, Manufacture & Installation Support	Name: Erik Anderson Phone: 406-497-3216 Email: Erik.Anderson@northwestern.com
WEC Energy Group | Hydropower Services 1996-Ongoing	• Kaplan Turbine Design • Spillway Gate Design • Assessment and Rehabilitation Recommendations • FERC Dam Safety Inspections	• Hydrology & Hydrological Studies • Dam & Embankment Stability Analysis • Finite Element Analysis • Turbine & Generator Rehab • Dam, Levee, Gate, & Structures Design	Name: Todd Jastremski Phone: 906-779-4099 Email: todd.jastremski@we-energies.com
USACE | TJ O'Brien Lock & Dam Major Rehabilitation 2023-Ongoing	• Design, Cost Estimates, and Technical Recommendations for: • Lock Chambers & Guide Walls • Gates and Cofferdams	• Rehabilitation Alternatives • Awarded Phase 2 - full engineering design with support through construction	Name: Witold Kluza Phone: 312-846-5425 Email: Witold.Kluza@usace.army.mil
Entergy Arkansas | Carpenter Hydro U1 & U2 Generator Rotor Repair & Unit Alignment 2020-2021	• Unit Alignment • Bearing Resurfacing/Design • Rotor Condition Assessment • Rotor Repair • Finite Element Analysis	• On-Site Support During Rotor Spider Repair • Evaluation of: Stator Windings, generator bearings, turbine bearings, and runner assemblies	Name: Nathan Goodman Phone: 501-844-5947 Email: ngoodma@entergy.com
TVA | Fort Loudoun Hydropower Major Modernization 2019-2023	• Owner's Engineer Services for Procurement of: Turbine, Wicket Gates, & Stator Core	• On-Site Support During Rotor Spider Repair • Evaluation of: Stator Windings, generator bearings, turbine bearings, and runner assemblies	Name: Nathan Goodman Phone: 501-844-5947 Email: ngoodma@entergy.com
TVA | Fort Loudoun Hydropower Major Modernization 2019-2023	• Owner's Engineer Services for Procurement of: Turbine, Wicket Gates, & Stator Core	• Engineer of Record for the Design of: Generator air cooling piping, oil filtration, high pressure lift, turbine bearing oil system, generator brakes, and more	Name: Mark Lowe Phone: 865-632-4033 Email: mclowe@tva.gov
PG&E | Lake Fordyce Dam Seepage Mitigation 2019-2023	• Bin-Wall Cofferdam Design (500'x30') • Design of Bypass Pipeline and Valve Control System (5'x900') • Watershed Hydrology Analysis	• Global Stability Analysis and Finite Element Analysis Seepage Modeling • Temporary Construction Provisions for Approval by FERC	Name: Mike Frey Phone: 916-351-0457 Email: mikef@srco.com
PG&E | Tiger Creek Regulator Dam Spillway Replacement 2019-Ongoing	• CFD Modeling to Develop Inflow Flood Design for Spillway Design • Geotechnical Surveying in Support of Structural Design Criteria • Spillway Construction Support	• Bid Support • Spillway Detailed Design • Document Preparation and Interaction with Regulatory Agencies	Name: Trevor McGuckin Phone: 209-736-6622 Email: T4MF@pge.com

E. Contract Termination Legal Statement

Black & Veatch, together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, there may be instances where projects may not be completed for many reasons, including those unrelated to Black & Veatch's performance. Black & Veatch does not track all such instances, unless the matter is litigated. In the opinion of Black & Veatch management, no such instances will have a material impact on Black & Veatch's ability to execute this project.

Appendix A

Resumes



David Shielee, P.E.

Project Manager

David Shielee is a Project Manager with almost 20 years of experience in power generation. He has a mechanical engineering background and experience in hydropower, nuclear power and civil works. David started his career at Puget Sound Naval Shipyard in Bremerton, WA as a Nuclear Test Engineer and Nuclear Auditor. Then he spent 10 years focusing on hydropower and civil works with the US Army Corps of Engineers in the Portland District as a Technical Lead and Project Manager. He led hydropower projects in the Northwest and across the country, and was responsible for some of the largest and most complicated projects the District and Bonneville Power Association (BPA) had ever funded. David managed teams performing repair, rehabilitation, and upgrade projects on a variety of dams with turbines ranging from 10 to 150 MW each with a total facility generation capacity up to 2,500 MW.

David has built experience working with local PUDs and power providers on a variety of hydropower projects across the country. The work performed includes complex electrical rehabs, structural repairs, inspections and evaluations for powerhouse overhauls with complete turbine and generator redesign and replacement. Throughout his time in the industry, David became adept at navigating the complex world of multi-agency interactions and sensitive regulatory and environmental requirements. He has proven to be effective in leading small and large teams to successful completion of projects. David is able to use his understanding of engineering principles and processes, and his communication and collaboration skills to keep diverse and talented teams on track and focused on meeting client goals.

Expertise

Communication; Cross-functional teams; Government Contracts; Hydropower; Mentoring; Motivation; Problem Analysis and Decision Making; Team Building

Education

- Master of Science, Mechanical Engineering, Oregon State University, 2007, United States
- Bachelor of Science, Mechanical Engineering, George Fox University, 2004, United States

Years of Experience

20

Professional Registration

- PE - Professional Engineer, Mechanical, 56419, Washington, United States

Location

Tualatin, Oregon, USA

PROJECT EXPERIENCE

Idaho Power Company; CJ Strike Operational Design Study; Idaho, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team evaluated operating conditions, environment, and equipment to determine the best style, size and configuration for replacement turbines at CJ Strike dam. There was potential for higher efficiency turbines that can operate over a larger flow range that will be able to provide increased power generation for IPC.

Grant Co PUD; WAN and PR Transmission Tower Lighting; Washington, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team evaluated

FAA requirements and current lighting infrastructure, then designed new navigation warning lights to go on top of the transmission towers. Also coordinated FAA approval of the proposed design. Provided construction support during lighting installation.

Grant Co PUD; Wanapum Dam Battery Charger Replacement; Washington, United States; 2025-In-Progress

Project Manager - Black & Veatch. Managed the scope, schedule and budget for this project and coordinated the BV team communications with the client. The team designed structural supports and electrical connections for replacing the Station Service battery charger at Wanapum dam. This included coordination with vendors and manufacturers to get plans and specs in support of installation. Provided construction support during installation.

John Day Dam; Turbine Runner Replacement and Generator Rewind; Rufus, Oregon, United States; 2022-In-Progress

Project Manager - USACE. Managed planning, budgeting, scope development, design, execution, and reporting. Evaluated and balanced competing priorities and resource needs. This is a complete replacement of the turbine runners with new fish friendly blade design and a generator rewind to support an uprate based on new turbines. 16 units with a previous total generating capacity of 2,500MW. The project is projected to take 20 years, which required massive coordination with other maintenance and repair work taking place at the dam. Significant infrastructure was required to be put in place to support this and other work at the dam. Tasks included maintaining scope boundaries for this project and the overall program, and de-conflicting project schedules and outage windows across the plant.

Idaho Power Company; Oxbow Spillway Redesign; Idaho, United States; 2024-2026

Project Manager - Black & Veatch. Managed the scope, schedule, and budget for this project and coordinated the BV team communications with the client. BV developed a design package for remediation of the Oxbow service spillway. Scope included PFMA evaluations, remediation of spillway damage and re-design of hydraulic structures to increase safety and reduce erosion. Project included detailed hydraulic and structural design as well as construction phase services to support as Owner's Engineer during repairs.

Grant Co PUD; Diesel Generator Detailed Design; Washington, United States; 2025-2026

Project Manager - Black & Veatch. Managed the scope, schedule, and budget for this project and coordinated the BV team communications with the client. Designed the replacement EDG to ensure the safe and reliable delivery of standby power during maintenance or unexpected loss of power. The design also included system connections, monitoring and controls. BV developed detailed drawings, installation and commissioning plans, and acted as Owner's Engineers and procurement support for manufacturer's submittals.

Bonneville Dam; Spillway Gantry Crane Rehab; Cascade Locks, Oregon, United States; 2022-2024

Project Manager - USACE. Managed the scope, schedule and budget for condition assessment and rehabilitation planning. This was a comprehensive evaluation of the 350 Ton gantry crane on the spillway at Bonneville Dam. The team provided recommendations for mechanical, electrical and structural improvements to modernize the crane, improve safety and bring it up to current code. The crane rails and bridge deck were evaluated to consider future needs to support an increased crane height for a new stoplog design. Recommendations were developed into an RFP that was advertised for construction in 2025.

Cougar Dam; Oil Spill Prevention System; Blue River, Oregon, United States; 2019-2022

Project Manager - USACE. Responsible for taking over a project that was behind schedule and over budget and getting it back on track. Directed a team re-assessment of remaining work and revamped the schedule and budget. The end result was a drastic improvement in the ability to account for oil in the powerhouse, track changes and prevent spills. Part of the improvement was due to a new oil water separator that cleaned up contaminated sump water.

Bonneville Dam; Oil Storage Room Fire Protection Upgrade; Cascade Locks, Oregon, United States; 2020-2022

Project Manager - USACE. Responsible for managing scope, schedule and budget for the large and diverse team. Project consisted of initial system evaluation, then design and construction of the new system. There were significant corporate level discussions on the new method of fire suppression to use. In the end a water mist system was selected to replace the original CO2 system.



Carlos Araoz, P.E.

Project Director

Carlos Araoz is a Vice President with over 40 years of experience in project development, project management, design, construction, and maintenance of hydropower and hydraulic structures projects. He presently serves as the Project Director for most large projects, providing strategic guidance to clients across the United States. Carlos is the Director of the Hydropower & Hydraulic Structures business line within Black & Veatch. Carlos is an electrical engineer by background and obtained his MBA degree from the University of Kansas in 2002 with concentration in Finance.

Expertise

Design and Construction of Hydropower Plants; Mentor; Project Management, Hydraulic Structures Director

Education

- Masters, Bus Admin, Univ Kansas, 2002, United States
- Bachelor of Science, Electrical, National University of Engineering-Lima, 1982, Peru

Years Experience

40

Professional Registration

- PE, Controls., E 16856, CA
- PE, 14118, KS
- PE, 28603

Location

Rancho Cordova, CA

PROJECT EXPERIENCE

PG&E | Power Generation Capital PMO; Sacramento, CA

Project Director. Black & Veatch provides multi-discipline Program Management Office support services to PG&E to support planning, prioritization and execution of projects. Directs Black & Veatch operations in this multi-year contract.

Chelan County Public Utility District | Spillway Feasibility & Alternatives Analysis; Wenatchee, WA

Project Director. Black & Veatch has provided an assessment of the Rock Island spillway capacity with respect to the probable maximum flood and created conceptual designs for more than 20 alternatives that could decrease the time required to reach maximum flow while increasing the total spill capacity. Black & Veatch estimated and compared the performance and cost of the options, and the presented the most optimal designs to Chelan County PUD management for selection.

Idaho Power | Hells Canyon Complex Engineering Design Services; Boise, ID

Project Director. Black & Veatch has been providing analysis and design to help converge on practical and cost-effective remediation solutions for the Brownlee Service, Oxbow Service and Oxbow Fuse Plug spillways, following FERC-mandated inspections and evaluation.

TransAlta | Brazeau Pump Storage Viability and Remediation Plan; Edmonton, Alberta, Canada

Project Director. Black & Veatch provided legal and technical expertise to TransAlta regarding the operations of their Brazeau pumped storage facility, with the intent of making selecting appropriate new equipment in the coming major remediation effort. The Black & Veatch report introduced new options not considered before,

opening increasing the number of feasible and viable options for further consideration.

California Department of Water Resources (DWR) | O&M Division; Hydro/Water Asset Management Program; Sacramento, CA

Project Director. Black & Veatch has been providing asset management services for their hydro and hydraulic structures assets leading the formulation of the program which includes assessment, risk evaluation, policy formulation, maintenance management, change management and implementation including tool set up as well as data management and financial systems. Directs Black & Veatch work and operations in this multi-year contract.

Pacific Gas & Electric (PG&E) | Hydropower Project Management Services; Sacramento, CA

Project Director. Black & Veatch provides project management services to PG&E in support of PG&E's operations. Directs Black & Veatch operations in this multiyear contract through the hydro/water offices based in Sacramento, CA, and Walnut Creek, CA.

PG&E | Strategic Alliance for Hydropower Engineering Services; Sacramento, CA

Project Director. Black & Veatch provides multi-discipline engineering services to PG&E in support of PG&E's operation, maintenance and relicensing projects. Directs Black & Veatch operations in this multi-year contract through the hydropower expert offices based in Sacramento, CA, Walnut Creek, CA, Denver, CO.

San Francisco Public Utilities Commission | CS-291 Hetch Hetchy System Improvements Program (HSIP) Program Management Support Services; Moccasin, CA

Project Director. Black & Veatch provided program management support services encompassing project management, project controls, risk management, contract administration and safety services. It included construction management, inspection as well as engineering support services. Directed Black & Veatch operations in this multi-year.

San Francisco Public Utilities Commission | Multiple Contracts Hetch Hetchy Water & Power System Engineering Support Services; Moccasin, CA

Project Director. Black & Veatch has provided multidiscipline engineering services in support of HHWP's operation, maintenance and HSIP projects. Directed Black & Veatch operations.

Avista | Post Falls Redevelopment Alternative Evaluation Study; Spokane, WA

Project Director. Black & Veatch provided multi-discipline engineering services to evaluate options to redevelop the project including multiple combinations of unit size, type and location as well as of delivery methods for the project. Construction cost, permitting requirements and implementation risks were also included as evaluation considerations. The study recommended the best approach for implementation of this multi-year project.

EWEB | Carmen Powerhouse Rehabilitation Project; Eugene, OR

Project Director. Black & Veatch has been providing full multi-discipline engineering services to EWEB in support of the complete rehabilitation of the Carmen Powerhouse which houses two generating units with a total installed capacity of 115MW. All major turbine-generator equipment will be rehabilitated as well as the generator switchgear, step up transformer and switchyard. Directs Black & Veatch operations in this multi-year contract.



Jim Watson, P.E.

FERC Strategic Advisor

Jim Watson is a FERC Strategic Advisor. Currently he is supporting over $3.5 billion in dam safety capital improvement projects in California; most of which are under FERC's jurisdiction. Prior FERC project experience includes the design and construction of both new and the retrofit of hydroelectric powerhouses, penstocks, dams, and hydraulic structures.

Jim builds high performance teams through leading by example and managing for results. As both an owner and as a consultant, Jim has held leadership roles on multi-billion-dollar water and power infrastructure projects and programs as well as portfolios having annual investments exceeding $1 billion/year. In addition, has held first line supervisory roles in construction, engineering, and program/portfolio management. He has also worked on all phases of infrastructure development – from concept through commissioning.

Expertise

Program, Portfolio, Project & Constr. Management; Governance & decision-making; Risk Management; Quality management; Early Contractor Involvement/ Collaborative Delivery; Procurements/Contract management: Professional Svcs, Specialty Equipment, & Construction; Construction of hydropower, hydraulic structures; Engineering and Design of Dams, hydropower, & hydraulic structures; Hydropower startup and Commissioning

Education

- Bachelor of Science, Civil Engineering, Structural & Hydraulics, U.C. Berkeley, 1982, United States

Years of Experience

40

Professional Registration

- PE - Professional Engineer, Civil., C-41232, California, United States

Location

California, USA

PROJECT EXPERIENCE

Valley Water | Anderson Dam Seismic Retrofit Project (FERC 5737); 2011-2012 and 2021-Current

Principal Program Management Advisor - Black & Veatch. Responsibilities include (1) managing BV's team who performed owner's engineering/quality assurance reviews of both the Design Consultant's and Construction Management Consultant's deliverables, (2) monitoring progress of nine inter-related FERC-Ordered compliance projects (FOCP) that must be completed either before or during the ADSRP, (3) advising and facilitating the construction contractor procurement process, which is utilizing Best Value Selection of a traditional design-bid-build contract, and (4) managing the FERC BOC process, which includes coordination with FERC and DSOD.

Most notable accomplishments include (1) early identification of construction constraints that led to a partial recirculation of their EIR in order to avoid a potential work stoppage during the construction and (2) VW's acceptance of recommendations to retain (a) Outside legal counsel, which has improve the bid and contract documents, (b) Independent Cost Estimator, that when combined with the Design Consultant's OPCC has improve confidence in the costs at time of bid, (c) risk manager, which led to implementation of an OCIP that includes an excessive liability policy but excludes workman's compensation, and (d) the need to provide the contractor with geotechnical baselines for the dam's foundation to improve FERC's and DSOD's approval, and other ancillary features.

United Water Conservation District | Santa Felicia Dam Outlet Works Replacement (FERC 2153); 2023-Present

Preconstruction Phase Manager - Black & Veatch. Helped the District with (1) managing BV's team who performed both owner's engineering/quality assurance and constructability reviews of the Engineer in Responsible Charge's deliverables, (2) advising on the construction contractor procurement process, (3) providing advice on resolution of FERC and/or DSOD concerns, and (4) special assignments, such as use of a Project Labor Agreement and environmental compliance.

Most notable accomplishments include (1) early identification of construction constraints that led to issuance of an addendum to the previously certified Environmental Impact Report that FERC is using as the basis to prepare their Environmental Assessment; (2) worked with district's staff and their engineer to revamp portions of the project where the contractor will be the Engineer in Responsible Charge (i.e., utilize indicative prices in the Bid Schedule), which primarily affected the tunnel design and Geotechnical Baseline Report, (3) worked with district's staff to (a) amend their procurement policies to use Best Value Selection and alternative delivery and (b) update their front-end contract specifications to (i) incorporate current best practices, (ii) improve the contract's overall contract administration, (iii) improve risk allocation and mitigation, and (iv) improve price transparency (e.g., the Bid Schedule and Measurement and Payment section), and (4) providing advice and support to the FERC and DSOD coordination.

San Luis Delta Mendota Water Authority | San Luis Reservoir Expansion (USBR's B.F. Sisk Dam); 2022-Present

Deputy Program Manager - Black & Veatch. Supported the planned integrated reservoir expansion with USBR's phased, and in construction, dam safety improvements. Select members of the SLDMWA, at 70%, and the USBR, at 30%, have agreed to make this investment to this joint USBR-DWR facility. Black & Veatch roles include both management and serving as the investors' owner's engineer.

Current technical assignments include (1) leading the CA-152 relocation that must comply with Caltrans' stringent requirements and plans to utilize alternative delivery and (2) leading the resolution of the 284-ft tall intake tower's seismic stability as a separate subproject to the integrated reservoir expansion and dam safety improvement projects.

Confidential Client | Hydropower Decommissioning Project (pre-dates FERC); 2025

Deputy Program Manager - Black & Veatch. Developed the decommissioning plan that recommends (a) reducing total cost by packaging the construction based on the different means and methods and to align each package with the most cost-effective delivery method that include traditional design-bid-build, construction manager at risk, and progressive design-build; (b) a bifurcated environmental compliance process to allow early demolition and site restoration of facilities that have less environmental constraints as well as "compartmentalizing" NEPA compliance; and (c) an approach to work with private (and governmental) property owners to improve access to demolish the conveyance features and to transfer all future obligations and liabilities.

Confidential Client | Flood Detention to Permanent Storage Conversion Project; 2015-2025

Deputy Program Manager - Black & Veatch. Led a pre-feasibility level study to evaluate conversion of part of a USACE Project. Services include (a) identifying the engineering, environmental, and construction risks, (2) evaluating a range of reservoir storage, and (3) preparing initial estimates of both construction and total project costs as inputs to the owner's economic analysis.

Sites Project Authority; Reservoir Project; 2015-2020

General Manager - J.C. Watson Inc.. Created the JPA's dual governance, whereby the Sacramento Valley public agencies will own the project and resulting water right while allowing south of Delta public agencies, through the beneficiary pays principle, to invest in exchange for water supply benefits.

Additional accomplishments included (a) growing the organization' staff by retaining other "owner agents", (b) secured large investment commitments by USBR and State of CA, (c) grew the number of local public water agency investors from 7 to 32, (c) secured state legislation for the use of both best value selection and alternative delivery, and (d) to jumpstart the program, led a unique procurement process where all key consultant services were retained through a single solicitation process that led to the award of 9 separate professional services contracts.



Patrick Allen, P.E.

Dam Safety Advisor

Patrick Allen is a civil engineer with 28 years of experience primarily focused on dam projects and disciplines including: development and implementation of dam safety inspections using mobile data applications, PFMA and SQRA workshop tools and application development, the development and maintenance of construction related databases, engineering design, feasibility and planning studies, large scale topographic surveys, scheduling & cost estimating, and construction monitoring.

Expertise

Data Analysis; Database Management; Embankment Dams; Engineering Design

Education

- Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, 2003, United States

Years of Experience

28

Professional Registration

- PE - Professional Engineer, Civil, C89730, California, United States

Languages

- English
- Spanish

Location

Washington, USA

PROJECT EXPERIENCE

Denver Water; Gross Reservoir Expansion Project; Colorado, United States; 2023-In-Progress

Grouting Program Data Manager - Black & Veatch. Responsible for the development of the grouting database and oversaw the dataflow and implementation for field data collection and the development of the dashboard and visualization for the grouting data, field observations, and pay item tracking.

Northern Water; Chimney Hollow Reservoir Project; Colorado, United States; 2021-In-Progress

Risk Management Data Manager/Grouting Program Data Manager - Black & Veatch. Served dual roles on the project, responsible for the development of the grouting database and oversaw the dataflow and implementation for field data collection and the development of the dashboard and visualization for the grouting data and field observations; also responsible for the development and implementation of the probabilistic risk tracking database and the Monte Carlo analysis of cost risk to the project.

Santa Clara Valley Water District; Anderson Dam Seismic Retrofit - Project Management; San Jose, California, United States; 2017-In-Progress

Lead Dam Engineer / Deputy Project Manager - Black & Veatch. As part of Program Management team, served as the client's Deputy Project Manager and Lead Dam Engineer for the seismic retrofit projects at Anderson, Calero and Guadalupe Dams. The projects involved modifications or replacements of the existing embankment dams and spillways, and construction of new intake structures and outlet works. The role included coordination with SCVWD staff, as well as multiple consultant teams to address the planning, design, and environmental permitting for the various projects; coordination with external stakeholders, including the Federal

Energy Regulatory Commission, the California Department of Water Resources Division of Safety of Dams, an independent Board of Consultants, Santa Clara County, City of Morgan Hill, and various state and federal environmental resource agencies. Throughout the design process, served as the notetaker and developed a PFMA database for multiple PFMA workshops and assisted with the coordination of Value Engineering workshops and the Anderson Risk Management program. Following a FERC mandate for Valley Water to drain Anderson Reservoir ahead of the seismic retrofit project, supported Valley Water in collaboration with the design consultant, in separating the Anderson Dam Tunnel Project (ADTP) from the Anderson Dam Seismic Retrofit Project, allowing the ADTP to commence construction in 2021. In addition, involved in the development and negotiation of the budget and scope for a multi-year contract amendment for services.

Tennessee Valley Authority; Boone Dam Seepage Mitigation Project; Kingsport, Tennessee, United States; 2015-2016

Database Manager - Black & Veatch. Development of the grouting database and dataflow for the seepage mitigation project which included a multi-line grout curtain. The role included coordination with the on-site project team as well as the client and owner's engineer and developing and maintaining a database that interfaced with the project's online Information Management System. In addition, providing analysis of grouting effectiveness and production of automated reporting capabilities. Developed a dam safety inspection tablet application for collection of field observations and photos and acted as the on-site point of contact for development of the Information Management System that included integration of the instrumentation onsite. Instrumentation data streams included piezometers, inclinometers, survey monuments, grouting data, geologic records, and field observations.

San Francisco Public Utilities Commission; Calaveras Dam Replacement Project; Sunol, California, United States; 2011-2015

Data Analyst & Assistant Engineer - Terra Engineers. Designed, developed, and maintained a comprehensive grouting database providing for the tracking of pay items, total quantities constructed, closure criteria verification, analysis of grouting effectiveness, and automated report generation. Development of a multi-user database for use by the Construction Management team. Analyzed CDSM and Soil Nail construction for effectiveness and compliance with specifications. Assisted in the development of Construction Management Quality Assurance Plan.

Santa Clara Valley Water District; Seismic Stability Evaluations for Four Dams; San Jose, California, United States; 2010-2011

Staff Engineer - Terra Engineers Inc.. Developed and maintained ARCGIS database including borings, other field exploration, historic explorations, annotated aerial imagery, historic photographs, and external data for use in analysis and design. Developed a calibrated finite element seepage model for the dams. Completed static and pseudo-static slope stability analyses of the dams.

East Bay Municipal Utility District; San Pablo Dam Seismic Upgrades; California, United States; 2007-2009

Staff Engineer - Terra Engineers Inc.. Developed and calibrated finite element seepage models for the dam using the PLAXIS software and field measurements of pore pressures. Used models to predict seepage pressures under various reservoir levels and evaluate dam safety during various stages of construction. Assisted in the design of the instrumentation of the dam including the automation of the piezometers and inclinometers. Provided field inspection of Cone Penetrometer Testing and performed down hole permeability tests in existing piezometers. Developed innovative graphical representation for use in determining embedment depth from data from over 3,000 pre-drill holes.

East Bay Municipal Utility District; Camanche Embankments Safety Review; California, United States; 2009

Staff Engineer - Terra Engineers Inc.. Developed and calibrated finite element seepage models for the dam and dikes using the PLAXIS software and field measurements of pore pressures. Used models to predict seepage under various anticipated reservoir levels and to evaluate the effectiveness of an existing system of relief wells and proposed updates to seepage collection system



Richard Vaughn, P.E.

Mechanical Lead, Cranes

Rich Vaughn is a US Army Corps of Engineers Hydroelectric Design Center with 44 years' experience. He was the national agency expert for hydropower mechanical systems. His work includes: dams and hydropower, cranes and hoists, measurement and analysis for turbines, generators and other mechanical equipment, field testing of mechanical equipment, failure analysis, vibration analysis, mechanical aspects of generators like the failure analysis of rotor spiders, thrust bearing brackets and thrust collars, fluid power systems, cooling systems, pumps, piping, and digital governors, fish guidance systems, welding, lubrication.

Expertise

Fatigue Analysis; Finite Element Analysis; Generator mechanical components including rotor spiders, thrust bearing brackets thrust collars; Machine Design; Cranes and Hoists, Mechanical Systems pumps coolers piping; Vibration and Air Gap Measurement; Weld Design, Commissioning and Testing; Digital Governors and Mechanical Governors and 3d Cams, Fish Guidance Equipment and Underwater Equipment; and Fluid Power Systems

Education

- Bachelor of Science, Mechanical Engineering, Machine Design, University of Portland, 1981, United States

Years of Experience

44

Professional Registration

- PE - Professional Engineer, Mechanical, 13009 PE, Oregon, United States

Location

Tualatin, Oregon, USA

PROJECT EXPERIENCE

Douglas County PUD | Wells Dam, WA 2024-In-Progress

Mechanical Engineer - Black & Veatch. Finite element analysis of large aluminum turbine maintenance platform.

Merced Irrigation District | New Exchequer, CA 2024

Mechanical Engineer - Black & Veatch. Finite Element Analysis of radial gate, trunnion and anchorage.

Eugene Water and Electric Board | Carmen Smith Powerhouse, OR 2022-2025

Mechanical Engineer - Black & Veatch. Owner's engineer for rehabilitation of two 52 MW hydro units. Engineering support during construction and commissioning with heavy field support.

Merced Irrigation District | New Exchequer, CA 2023-2024

Mechanical Engineer - Black & Veatch. Finite Element analysis of Howell Bunger Valve discharge liner using imported CFD data for loading, sub modeling to increase detail in high stress areas, and fatigue analysis using FEA. Analysis of replacement alternatives.

Lewis County PUD | Cowlitz Falls Dam; WA 2022-2023

Mechanical Engineer - Black & Veatch. Design for 2 powerhouse bridge cranes and runway installation contract. Support during fabrication, installation and commissioning.

Douglas County PUD | Wells Dam, WA 2021-2022

Mechanical Engineer - Black & Veatch. Created an FEA model of the 250-ton wheeled vertical spillway gate as part of root cause analysis. Field inspections, and analysis to diagnose spillway gate wheel, bearing and guide failures. Designed the repairs and technical support during procurement, fabrication, and construction. Owner's engineer during fabrication and construction.

Eugene Water and Electric Board | Smith Reservoir, OR 2022

Mechanical Engineer - Black & Veatch. Finite element analysis of radial gate, trunnion and anchorage. Design of backup hoist for radial gate.

NorthWestern Energy | Cochrane Dam, OR 2022

Mechanical Engineer - Black & Veatch. Design for replacement gate hoists for seven radial gates.

Merced Irrigation District | New Exchequer, CA 2021

Mechanical Engineer - Black & Veatch. Field balancing of generator rotor.

Yuba County Water Agency | Colgate Dam; CA 2020-2025

Mechanical Engineer - Black & Veatch. Penstock Shutoff Valve Analysis- Black and Veatch. Performed finite element analysis of a 168" butterfly valve, penstock, and actuator to determine causes of operational problems and adequacy of the design. Engineering support during fabrication. Design of repairs for penstock couplings. Engineering support during procurement, fabrication, and construction.

Pacific Gas and Electric | Belden Powerhouse, CA 2021

Mechanical Engineer - Black & Veatch. Design for seal repair on 138" butterfly valve with Hartman seals. Finite element analysis of turbine shutoff valve and penstock. Finite element analysis of the seal assembly.

Pacific Gas and Electric | Belden Powerhouse, CA 2021

Mechanical Engineer - Black & Veatch. Failure analysis and design for repair of turbine facing plates. Finite element analysis of wicket gates and wicket gate mechanism to solve issues with contact of wicket gates and facing plates and subsequent galling.

Placer County Water Agency | Afterbay and Interbay Spillway, CA 2021-2024

Mechanical Engineer - Black & Veatch. Alternatives analysis for hoist replacement and refurbishment. Detailed design calculations of hoists. Finite element models and fatigue analysis of key components including pitting of hoist chains. Technical support to arrange non-destructive testing of hoist gearing. Engineering support during NDT of hoist gears.

Tacoma Power | Cushman Dam, WA 2021-2022

Mechanical Engineer - Black & Veatch. Low level outlet replacement. Design of tunnel plug to close submerged low-level outlet opening prior to doing the work. Design and analysis of tunnel liner and jet flow gate valve and bonneted knife gate valve. Finite element analysis of tunnel liner, anchorage and tunnel plug to be used during construction.

TVA | Hiwassee Dam, NC 2021

Mechanical Engineer - Black & Veatch. Analysis of generator rotor spider for fitness for service. Created an FEA model of the rotor and provided guidance for work to the rotor during plant rehabilitation and technical support during generator rehabilitation.

PGE | Round Butte Dam, OR 2019-2025

Mechanical Engineer - Black & Veatch. Design for replacement of three 180" turbine shutoff valves. Worked as owners engineer during procurement and factory acceptance testing. Engineering support during construction. Finite element analysis of existing and replacement turbine shutoff valve and penstocks.

CPS Energy | Calaveras and Braunig Dams 2019

Mechanical Engineer - Black & Veatch. Analysis of radial gate hoists at Calaveras and Braunig. FEA of Calaveras radial gates for special handling during gate repair and for key hoist components.



Expertise

Hydraulic Structures; Hydropower

Education

- MS, Civil Engineering, Hydraulics, University of Arizona, 1995
- BS, Civil Engineering, CA State University, Chico, 1994

Years experience

30

Professional registration

- PE - Civil ID (9996), WA (51407), ID (9996), UT (6573594-2202), AK (205180), OR (9996)
- Structural Engineer (SE) – UT - 6573594-2203

Location

Boise, ID

Greg Clark, PE, SE

Structures, Penstocks, TSVs

Greg Clark has 30 years of experience in design, design management, and construction oversight of water related projects, with multidisciplinary expertise in civil, structural, and hydraulic engineering. His primary focus is the structural design of hydraulic structures for hydroelectric facilities, including spillways, penstocks, intakes, gate structures, and fish ladders. Greg has a strong understanding of FERC Part 12 and PFMA requirements, works closely with owners and agencies to solve complex engineering challenges, and has extensive experience managing multidisciplinary projects.

PROJECT EXPERIENCE

City of Lewiston | Raw Water Intake; Washington

Engineer of Record. Designed a raw water intake and secant-pile shaft. This included design of an ISI screen and 42-inch diameter intake pipe in the Clearwater River. Work included communication with USACE for instream permits and construction window requirements. Designed the intake shaft, suspended top slab, and control building. Served as the design lead for this project and oversaw all technical disciplines for the project. Designed a backwash system for sluicing accumulated sediment in the proposed 42-inch intake pipe.

Lewis County Public Utilities District | Cowlitz Falls Spillway No. 4; Washington

Engineer of Record. Provided structural design improvements to Spillway No. 4 and adjacent sediment sluiceway to pass a combined flow of 40,000 cfs. Oversaw the initial efforts for CFD and physical modeling of the existing structure, as well as proposed improvements. Also oversaw the design improvements to accommodate a radial gate and improved discharge efficiencies. Prepared drawings for temporary support of the ogee spillway during construction. Worked closely with Lewis County and FERC to address all design considerations. Used RISA 3D to evaluate stresses in the ogee spillway. Design of cofferdam system.

Lewis County Public Utilities District | Cowlitz Falls Crane Extension; Washington

Engineer of Record. Performed structural design of the concrete deck, steel girder system, and crane rail extension above Spillway No. 4. Supervised the structural improvements for improving the top deck for support of the 180-ton crane. The improvements included a cantilevered section of deck above the spillway. Special

consideration was given to deck stiffness and limiting vertical deflection for proper serviceability of the crane system. The need for expansion joints in the top deck imposed additional challenges to prevent crack development in the top deck. The system included slotted embedded plates and considerations for thermal expansion and contraction of the top deck and lower levels of the dam. Considered seismic factors including deterministic and probabilistic ground accelerations for design of the superstructure slab.

City of Logan | Third Dam Improvements; Utah

Engineer of Record. Designed modifications for improved discharge characteristics, energy dissipation, and stability requirements for the 30-ft tall dam. Established flow criteria requirements by performing an incremental damage assessment of the Logan River. Designed improvements for a new USBR Type III stilling basin, Obermeyer weir, Tainter gate modifications, micropiles, and sediment sluiceway. Oversaw geotechnical investigations for the left abutment, where liquifiable soils were discovered. Compaction grouting was used to densify the left bank and minimize potential liquefaction and overtopping during post-seismic events. This work included the use of RISA 3D modeling software to analyze the concrete walls of the intake building as plates for bi-directional stress distribution. RISA 3D was also used to model the proposed steel trashrack and structural steel support system. Design of steel cofferdam system.

Idaho Power | Lower Malad Diversion Bottom-Hinge Gate; Hagerman, ID

Engineering Manager. Designed modifications to a 15-ft tall concrete diversion dam on the Malad River. Modifications included redesigning the concrete bridge deck, removal of fuse-plug gates, installation of bottom-hinge gates, and modifications to the power canal intake screens. Performed the structural design, including drawing and specification development. In addition to the structural modifications, improvements were made to the existing undercut spillway. The undercut spillway modifications were to be made within the stream channel and required USACE 404 permit requirements. Coordinated with various agencies for approval of in-water work requirements. Gates were designed to resist hydrodynamic forces. Design of steel cofferdam system.

Salish-Kootenai Tribe | Crow Dam Spillway Redesign; Poulson, MT

Engineer of Record. Developed CFD model for a labyrinth weir and spillway. Performed structural calculations and developed drawings and specifications for a 1,500-ft long concrete spillway. In addition to the spillway, the design included a labyrinth weir. The downstream end of the spillway included a flip bucket. Provided field support and performed inspection during concrete placement. Design of the 60 percent slope chute necessitated deep keyways, rock anchors to prevent hydraulic jacking, and drains to collect subsurface seepage from adjacent springs. Designed micropiles and considered soil-structure interaction. Buoyancy and pore-water pressures were considered as uplift forces on the bottom slab. The upstream control gates were designed to resist hydrodynamic forces from the reservoir.

City of Logan | Second Dam Energy Dissipation Project; Utah

Engineering Manager. Completed hydraulic analysis for an energy dissipation hood and 48-inch-diameter sleeve valve. Coordinated with Utah State hydraulic lab to develop geometry for an 80-inch baffled energy dissipation hood over top of the fixed-cone valve. Witnessed physical model testing for the prototype energy dissipation hood. Designed the thrust block and hood. Oversaw construction and installation of the energy dissipation hood. Oversaw mechanical and electrical designs for the project. Developed a Cadd model for geometry of the baffled-hood using MicroStation.

Marin Municipal Water District | Spillway Modification Alternatives Selection and Design; California

Engineer of Record. Serving as Engineer of Record and California DSOD liaison developing alternatives and designs to increase firm yield of four reservoirs through spillway modifications. Dams ranging in height from 115 to 230 feet include Seeger, Peters, Soulajule and Alpine. Alternatives for uncontrolled spillways at the three embankment dams include flashboards, inflatable gates and steel gates.



Jena Mier, PWS, PMP

Permitting

Jena Mier is a Senior Environmental Project Manager with Black & Veatch and has over 40 years of experience in environmental resource permitting and licensing. With 17 years of energy project experience, Jena provides environmental project management for large scale energy projects including solar energy centers, battery energy storage systems, transmission lines, natural gas pipelines, and power plants. She also serves as the Environmental and Permitting Lead on water utility projects in the eastern region of the US. Jena's experience includes providing environmental guidance to clients throughout the project life cycle, from early in project development with siting and design, through permitting and construction, to post-construction monitoring and reporting. Jena graduated from the University of Tampa with a Bachelor of Science degree in Marine Science/Biology. She has spent the last 35 years in environmental consulting working on projects throughout the US and the Bahamas. Jena is a certified Professional Wetland Scientist and Project Management Professional.

Expertise

Environmental Consulting; Environmental Impact Assessments; Environmental Resource Permitting; FERC Certificate Permitting; Marine Ecology; Mentor; NEPA; Nuclear Regulatory Commission; Power Plant Siting Act - Florida; Project Management; Transmission Line Siting Act - Florida

Education

- Bachelor of Science, Marine Science/Biology, University of Tampa, 1985, United States

Years Experience

40

Professional Registration

- Certification, Project Management Professional, #2802127, Global, 2020
- Certification, Professional Wetland Scientist, #1838, Global, 2008
- Certification, Wetland Delineator Certification Program, Multiple, 1997

Location

Florida

PROJECT EXPERIENCE

Empire District Electric Company | Ozark Beach Hydroelectric; Ozark Beach, MO

Project Manager. Jena serves as Project Manager for the FERC relicensing and license amendment of the Ozark Beach Hydroelectric Generating Facility for Empire District Electric Company (EDEC), overseeing engineering, environmental permitting, and regulatory coordination efforts. She managed all aspects of the amendment process, including specialized hydraulic, floodplain, and environmental studies; stakeholder and public scoping coordination; and agency comment resolution. Her work supported EDEC's proposed increase to the Obermeyer gate height and revised operational protocols, demonstrating no significant floodplain or environmental impacts and no adverse effects to recreation, aquatic resources, or cultural resources. She also led analyses to revise the FERC project boundary, resulting in a net reduction of approximately 5,795 acres while maintaining operational requirements.

Duke Energy | Allen BESS; Belmont, NC

Environmental Lead. Responsible for state, federal and local permitting for the facility.

Duke Energy | Monroe BESS; Monroe, NC

Environmental Lead. Responsible for acquiring state and local permits for the facility.

City of West Haven | West Haven WCPF Outfall Line Replacement; West Haven, CT

Environmental & Permitting Lead. Ms. Mier serves as the environmental and permitting lead for obtaining state and federal permits to construct a new wastewater treatment outfall line within New Haven Harbor.

Confidential Client | Confidential Project; Virginia

Project Manager. Ms. Mier serves as the Environmental Project Manager responsible for obtaining federal, state and local permits for the new 100 MW solar and battery storage facility Virginia.

Narragansett Bay Commission | Ernest Street Pump Station Electrical System Upgrade; Providence, RI

Environmental & Permitting Lead. Ms. Mier served as the environmental and permitting lead for preparing the Environmental Impact Document and Facility Plan Amendment for the Rhode Island Department of Environmental Management.

Duke Energy | Warsaw BESS; Warsaw, NC

Environmental Lead. Responsible for state and local permitting.

Brevard County | Sykes Creek WWTF Wetland Delineation Study; Merritt Island, FL

Environmental Project Manager. Ms. Mier was responsible for the delineation of surface water features within the boundaries of the Sykes Creek Regional Wastewater Treatment Facility (WWTF) in support of environmental due diligence activities conducted for the proposed Sykes Creek WWTF Expansion Project (Project). In addition, Ms. Mier assessed the mitigation potential of two parcels located adjacent to the Sykes Creek WWTF and owned by Brevard County.

Duke Energy Florida | Bay Ranch Solar; Florida

Project Manager. Ms. Mier was the project manager responsible for obtaining state and local permits for the new 74.9 MW solar facility in Bay County, FL.

Bahamas Department of Environmental Planning & Protection | Disney Lighthouse Point; Central Eleuthera, Bahamas

Project Manager. Ms. Mier was responsible for the third-party review of Disney's Environmental Management Plan for a future cruise port on Eleuthera.

Duke Energy Florida, LLC | Sandy Creek Solar; Bay County, FL

Project Manager. Ms. Mier was the project manager responsible for obtaining state and local permits for the new 74.9 MW solar facility in Bay County, FL.

Bahamas Department of Environmental Planning & Protection | BPC Perseverance Well Drilling Program; Bahamas

Project Manager. Ms. Mier managed the environmental observation program for an experimental, deep sea oil well drill in Bahamian waters. Black & Veatch was hired to observe the drilling activities to ascertain if they were in being conducted in compliance with the Bahamas DEPP's Environmental Impact Assessment and Environmental Management Plan.

Orlando Utilities Commission | St Cloud East to Magnolia Ranch Transmission Line; Orange & Osceola Counties, FL

Environmental Consultant - Mier Environmental Consulting, LLC. Under subcontract with Golder Associates, Inc., Ms. Mier drafted the Transmission Line Siting Act permit application for a new 230 kV transmission line extending approximately 21 miles in Orange and Osceola Counties, FL.



Mike McKee, P.E.

Electrical Lead

Mike McKee is a professional Engineer with over 22 years' experience in detailed electrical design scope including power system calculations, developing one-line diagrams, wiring and interconnection diagrams, physical equipment layout and conduit details. Major responsibilities also include technical direction and resource management for engineering teams, construction support, schedule development, electrical equipment procurement, estimating and proposals, and client collaboration and communication. He has a broad knowledge of electrical and control system design, procurement sales and distribution channels for hydroelectric facilities, wastewater treatment facilities, combined sewer overflow (CSO) infrastructure, utility scale solar power plants, natural gas compressor stations, hospitals, schools, and other commercial facilities. Mike also served a 5-year apprenticeship in the IBEW Local 291 Southwestern Idaho Electrical Joint Apprenticeship and Training Committee, started in September 1997 and completed March 2002. He has a profound understanding of electrical construction means, methods and best practices. He is a skilled strategist and highly qualified professional with a focus on meeting client objectives, risk mitigation and innovative solution.

Expertise

Project Leadership & Mgmt.; Low & Medium Voltage Electrical Distribution Design & System Protection; Solar PV Design; Wastewater Treatment & CSO Infrastructure Design; Hydroelectric Power Facilities; Natural Gas Compressor Station Design; Health Care (NEC 517) Design

Education

- Bachelor of Science, Electrical Engineering, Boise State University 2007, United States

Years of Experience

22

Professional Registration

- PE - Professional Engineer, Electrical, 95632, Florida, United States
- PE - Professional Engineer, Electrical, 14737, Idaho, United States
- PE - Professional Engineer, Electrical, 38341, Kentucky, United States
- PE - Professional Engineer, Electrical, 0048664, Louisiana, United States
- PE - Professional Engineer, Electrical, 6201311884, Michigan, United States
- PE - Professional Engineer, Electrical, 83348PE, Oregon, United States
- PE - Professional Engineer, Electrical, 24032267, Washington, United States

Location

Overland Park, KS, USA

PROJECT EXPERIENCE

Entergy; Sterlington Solar Project; Louisiana, United States; 2024-In-Progress

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 49MWac/63.69MWdc.

Savion; Martin County Solar Project; Kentucky, United States; 2022-2025

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 111.37MWac/143.69MWdc.

FPL; Beautyberry Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/102.79MWdc.

FPL; Turnpike Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/104.30MWdc.

FPL; Woodyard Solar Project; Florida, United States; 2022-2024

Lead Electrical Engineer/Engineer of Record - Black & Veatch. Plant capacity: 74.5MWac/98.34MWdc.

Grant County PUD; Wanapum Dam Powerhouse Emergency Diesel Generator (EDG) Project; Washington, United States; 2025-In-Progress

Lead Electrical Engineer/Engineer of Record - Black & Veatch. The project consists of replacing the Wanapum powerhouse EDG which is beyond its service life and is no longer supported by the primary manufacturer, with secondary suppliers no longer sourcing spare parts. Includes critical coordination with the client's engineering and operations teams as well as the OEM switchgear supplier to provide appropriate control functionality and construction support and phasing. Wanapum dam capacity: 1,221.6MW, EDG rating: 1562kVA, 600V.

City of Spokane; CarbonQuest Waste to Energy Carbon Capture System (CCS) Front End Engineering Design (FEED); Washington, United States; 2025

Lead Electrical Engineer - Black & Veatch. Feasibility study targeting carbon emissions reductions at the City of Spokane's Waste to Energy (WTE) power plant. Coordinated all aspects of the CCS electrical system design. The proposed CCS consists of five emissions processing trains with 4.16kV and 0.48kV motor loads. The CCS also has a balance of plant system with 4.16kV and 0.48kV motor loads. The proposed CCS is rated 10MW.

City of Spokane; Spokane Falls CSO 26 Control Facility; Washington, United States; 2017-2019

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of the CSO tank and plaza electrical and control system designs. Skillfully advocated for and coordinated the location of the two Avista tank service transformers (500kVA, 13.2kV-480Y/277V) to a dedicated vault within the CSO tank rather than in a vault under Monroe Street as originally planned. This coordination with Avista and the project management team was fundamental to the success of the project. CSO 26 ratings: 2.2 million gallons; tank electrical service: 800A, 480Y/277V; Backup generator: 125kW/156kVA, 480Y/277V; plaza electrical service: 200A, 208Y/120V.

TC Energy; XP GTN Compressor Station Upgrades; Idaho, Washington, Oregon, United States 2018-2022

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of compressor station electrical and control system upgrades. There are 14 compressor stations on the GTN pipeline. Skillfully advocated for and coordinated remote operation of all service disconnects and MCC feeders to mitigate arc flash hazards. This coordination with the client and the project management team was key to improving the client's O&M arc flash safety procedures and the ultimate success of the project.

Amazon; Project Basie Fulfillment Center; Oregon, United States 2019-2022

Lead Electrical Engineer – Coffman Engineers. Coordinated all aspects of the medium voltage electrical system design. The primary loop arrangement consists of multiple-load interrupter switches and 13.8kV-480Y/277V step down transformers to supply the 3.8 million square foot amazon fulfillment center.



Andrew Wodoslawsky, PE

T&G Mechanical, Material Testing

Andrew Wodoslawsky is professional engineer with 15 years' experience in new and refurbishment projects in the hydropower industry. Experienced in detailed design, uprate studies, project leadership, troubleshooting, assessing the condition of and evaluating turbine-generator units and their air, oil and water auxiliary systems producing up to 725 MW. Proficient in using Finite Element Analysis, classical mechanics, rotor dynamics, fatigue and fracture mechanics theories for Fitness-For-Service evaluations, independent technical reviews and design. Practiced supporting outages and realignments of turbine-generators. Mindset towards meeting Owner's objectives, risk management, and continuous improvement at any scale or environment.

Expertise

Asset Management & Risk evaluations; Bearing Lubrication System Design; Field & Test Support; Fitness-For-Service Evaluations; Generator Mechanical Detailed Design; Mechanical Condition Assessment; Mechanical Finite Element Analysis; Powerhouse Uprate Studies; Procurement & Manufacturing Support; Project Leadership; Rotordynamics Analysis

Education

- Master of Business Administration, Strategy/Project Finance, York University, 2017, Canada
- Masters, Engineering, University of Toronto, 2011, Canada
- Bachelor of Applied Science, Mechanical Engineering, University of Toronto, 2009, Canada

Years Experience

19

Professional Registration

- PE, Mechanical, M 42038, CA
- PE, Mechanical, 21012900, WA
- PE, Mechanical, 96038PE, OR
- PEng - Canada PE, Mechanical, 100192038, Ontario, Canada

Location

Tualatin, OR

PROJECT EXPERIENCE

Idaho Power Company; CJ Strike Operational Design and Feasibility Study; Idaho, United States; 2025-2026

Lead Engineer - Black & Veatch. Evaluated six powerhouse configurations (combinations of various propellers and Kaplans) in terms of production, revenue, number of start-stops, and flexibility ranges, considering three flow scenarios (high, median, low) Proposed most cost-effective, optimal configuration that meets all FERC constraints, and maintains or exceeds production/revenue targets, and increases flexibility. Nameplate: 3 x 30 MW propellors.

Avista Energy; Long Lake Modernization; Washington, United States; 2023-2026

Lead Lubrication, Turbine Tooling Engineer - Black & Veatch. Perform turbine-generator bearing lubrication system redesign featuring external filtration and cooling, turbine tooling shop drawings, and turbine vibration monitoring devices, as part of major powerhouse and unit modernization. Nameplates: 4 horizontal double-Francis units rated at 24.5MW x 200rpm.

Alliant; Kilbourn U5 Turbine Failure Root Cause Analysis; Wisconsin Dells, Wisconsin, United States; 2024-2025

Lead Mechanical Engineer - Black & Veatch. Performed early condition assessment after failure but before disassembly. Performed root cause analysis, including design calculations, and advised on scope of replacement. Nameplate: 3.125 MW, 100rpm.

Pacific Gas & Electric; Caribou 2 Rotor Lifting Device Material Change Evaluation; California, United States; 2023-2024

Lead Mechanical - Black & Veatch. Performed analysis and evaluation of rebuilt lifting device with new material to verify fitness for service.

Entergy Arkansas; Remmel Unit 2 T&G Outage and Alignment Support; Arkansas, United States; 2021

Field Services Engineer - Black & Veatch. Performed condition assessment of generator and turbine during disassembly as part of a scheduled outage. Advised on "run, repair, replace" decisions for each of the examined components. Developed turbine-generator unit alignment and shoe-loading procedure in accordance with industry best practices and features of the 1924 design. Calculated corrections with every step and prepared a concise and useful record of alignment activities. Nameplate: 3.4 MW, 120 rpm.

Entergy Arkansas; Carpenter Unit 2 Generator Reassembly Onsite Support; Arkansas, United States; 2020

Field Services Engineer - Black & Veatch. Advised on best-practices for a safe rotor life and return to service of the generator. Witnessed completion of repairs by third party. Performed air flow measurements, recorded temperature states for future simulations. Nameplate: 31.1 MVA, 94.7 rpm.

Entergy Arkansas; Carpenter Unit 2 Spider Evaluation; Arkansas, United States; 2020

Lead Engineer - Black & Veatch. Reverse-engineered geometry of rotor spider with help from client and subcontractor, directed NDE team to collect critical crack data, directed NDE team to collect and test material, and performed fitness-for-service analysis on the cracked rotor spider to assess risk of continuing to operate. Provided several options with different levels of cost and risk. Nameplate: 31.1 MVA, 94.7 rpm.

Tennessee Valley Authority; Fort Loudoun Unit 1 Capability Study; Tennessee, United States; 2020

Lead Mechanical Engineer - Black & Veatch. Led execution of complete capability study; provided main authorship and oversight; analyzed stator mechanics, stator dynamics (harmonics), rotor mechanics, rotor dynamics (critical speed), and calculated the net present value (NPV) of the four major options. Presented methods and results to client. Nameplate: 45.2 MVA, 105.8 rpm.

BC Hydro; GM Shrum Units 1-5 Refurbishment; British Columbia, Canada; 2011-2017

Lead Generator Engineer - Andritz Hydro. Responsible for complete design of new and refurbished rotor pole sets, refurbishment of rotor spider, executing a thorough stress, deflection and fatigue life calculation report, classifying all design changes within Safety by Design framework, supporting Procurement, supporting technical work in the field, and finally, defining warranty inspection procedures, interpreting results and creating closing summary for the warranty.

Nalcor Energy; Muskrat Falls New Powerhouse; Newfoundland and Labrador, Canada; 2012-2017

Generator Design Engineer - Andritz Hydro. Responsible for detailed design of both generator upper/cover support brackets, center housing, top covers, supporting Procurement (incl. dispositioning of non-conformances) for designed components, supporting contract negotiations, and supporting technical proposals of numerous value-added change orders.

US Bureau of Reclamation; Grand Coulee G19-21 Pre-Bid Condition Assessment; Washington, United States; 2016

Generator Assessor - Andritz Hydro. Responsible for executing pre-bid full condition assessment to advise USBR on value of each element of a future refurbishment scope.

Manitoba Hydro; Wuskwatim New Powerhouse; Manitoba, Canada; 2012

Site Quality Advisor - Andritz Hydro. Responsible for implementing ISO Quality Plan for turbines and generators in new powerhouse, including Inspection & Test Plan, Non-Conformances, calibrated tool list, Final Quality Report; writing custom Operations and Maintenance Manual, ensuring timely movement of materials from warehouse to powerhouse, and participating in final commissioning.

PRESENTATIONS & PUBLICATIONS

- Lewis County PUD. "Lite Asset Management Approach." Clean Currents 2024. October 2024.
- Methods and Outcomes of Quantitative Fitness-for-Service Evaluations." CEATI Hydropower Conference. March 2022.



Alex Bjelica, P.E.

Mechanical Engineer

Alex is a Mechanical Engineer in the Hydropower and Hydraulic Structures Group within Black & Veatch Water, currently leading mechanical projects for hydropower and water supply applications, with particular focus on large valves and actuation systems. Alex has a background in systems integration and hydropower asset management.

Expertise

Actuation & Controls, Asset Management, Hydropower, Large Valves

Education

- Masters, Mechanical Engineering, Dynamic Systems & Controls, University of Texas, 2007, United States
- Bachelors, Mechanical Engineering, University of Notre Dame, 2003, United States

Years Experience

23

Professional Registration

- PE - Professional Engineer, Mechanical, 107097PE, Oregon, United States
- PE - Professional Engineer, Mechanical, 24015277, Washington, United States
- PE - Professional Engineer, Mechanical, M36235, California, United States

Office Location

Rancho Cordova, California, U.S.

PROJECT EXPERIENCE

Southern California Edison; Big Creek Dam 4 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Leading mechanical design for replacement of one 72-inch sluice gate and one 72-inch gate valve for low level outlet rehabilitation. The design includes a 12-inch jet flow gate and associated piping for the release of minimum instream flow.

Southern California Edison; Big Creek Dam 1 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Led mechanical design for replacement of three 42-inch sluice gates and three 42-inch gate valves for low level outlet rehabilitation. Effort includes dive inspection support, replacement of the minimum instream flow piping and valves, procurement support, and construction support.

USACE; Mahoning Dam Gate Hydraulics Replacement; Pittsburgh, Pennsylvania, United States; 2024-2025

Lead Mechanical - Black & Veatch. Led design of a replacement of a hydraulic oil system for six (6) ft by 10 ft sluice gates, including replacement to the hydraulic power unit (HPU), actuating cylinders, and piping. Challenges included maneuvering of materials into and out of spatially tight areas and requiring continuous redundant sluicing capabilities throughout. Delivered all submittal milestones on target against an aggressive schedule.

San Francisco Public Utility Commission; O'Shaughnessy Dam IFR Upgrade; O'Shaughnessy Dam, California, United States; 2021-2025

Lead Mechanical - Black & Veatch. Led detailed design and procurement effort for 48-inch axial flow control valve for discharging 300 cfs to San Francisco water supply system. Work included the design of 36-inch knife gate valves for isolation with bypass piping and support for construction and commissioning.

Southern California Edison; Big Creek Dam 4 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Leading mechanical design for replacement of one 72-inch sluice gate and one 72-inch gate valve for low level outlet rehabilitation. The design includes a 12-inch jet flow gate and associated piping for the release of minimum instream flow.

Southern California Edison; Big Creek Dam 1 LLO Rehab; Big Creek, California, United States; 2020-In-Progress

Lead Mechanical - Black & Veatch. Led mechanical design for replacement of three 42-inch sluice gates and three 42-inch gate valves for low level outlet rehabilitation. Effort includes dive inspection support, replacement of the minimum instream flow piping and valves, procurement support, and construction support.

USACE; Mahoning Dam Gate Hydraulics Replacement; Pittsburgh, Pennsylvania, United States; 2024-2025

Lead Mechanical - Black & Veatch. Led design of a replacement of a hydraulic oil system for six (6) ft by 10 ft sluice gates, including replacement to the hydraulic power unit (HPU), actuating cylinders, and piping. Challenges included maneuvering of materials into and out of spatially tight areas and requiring continuous redundant sluicing capabilities throughout. Delivered all submittal milestones on target against an aggressive schedule.

San Francisco Public Utility Commission; O'Shaughnessy Dam IFR Upgrade; O'Shaughnessy Dam, California, United States; 2021-2025

Lead Mechanical - Black & Veatch. Led detailed design and procurement effort for 48-inch axial flow control valve for discharging 300 cfs to San Francisco water supply system. Work included the design of 36-inch knife gate valves for isolation with bypass piping and support for construction and commissioning.

EBMUD; Briones Outlet Tower Seismic Upgrade; Oakland, California, United States; 2016-2024

Lead Mechanical Engineer - Black & Veatch. Performed detailed design of multiple submersible hydraulic power units for seven 60-inch submerged butterfly valves operated from submerged hydraulic oil cylinders. The effort included procurement and testing support of the HPUs, and construction support as part of seismic retrofit project.

Pacific Gas & Electric; West Point PH PRV Refurb; Pioneer, CA, California, United States; 2020-2023

Lead Mechanical - Black & Veatch. Performed alternatives evaluation, conceptual and detailed design for the actuation system for a complex, 48-inch fast-opening needle valve used to avoid pressure transients on a critical powerhouse penstock and for synchronous bypass. Efforts included on-site startup support, laboratory testing, and tuning the mechanism to achieve adequate generator load rejections.

City of Wyoming, MI; WTP Piping Improvements; Wyoming, Michigan, United States; 2020-2023

Lead Mechanical - Black & Veatch. Designed five new spherical valves ranging from 42-inch to 54-inch for underground installation outside of a pumping plant for isolation of the city's water supply. Effort included shop drawing support, bid review, and RFI responses.

USACE Portland; SPCC Plan Updates; Portland, Oregon, United States; 2018-2020

Project Manager - Black & Veatch. Leading SPCC updates for John Day, Bonneville, and Willamette Valley facilities. Facilities include dam, powerhouse, navigation locks, and fish facilities.

Pacific Gas and Electric (PG&E); Asset Management; San Francisco, California, United States; 2011-2018

Program Manager - Black & Veatch. Led risk-based asset management programs for hydropower equipment across 68 powerhouses. Programs covered large valves (pressure regulating and emergency shutoff types), governors, turbines, bearings, and oil spill prevention. Managed $500k/yr. (approx.) of testing and assessment activities for specific assets. Programmatic work included developing condition assessment methodologies and acceptance criteria, initiating inspections, evaluating financial and non-financial consequences, and developing probability-based financial analysis. Risk mitigation activities included proposing capital improvement projects, developing long term investment strategies, modifying engineering and operational guidance documents, and interfacing with senior stakeholders for buy-in.



Pablo Quesada, P.E.

CFD Modeling

Expertise

CFD Modeling; Geographical Information Systems; Hydraulic Structures; Open Channel Hydraulics; Sediment Transport; Stream Stability and Scour Analysis; Watershed Hydrology

Education

- Doctor of Philosophy, Civil Engineering, Water Resources, University of Kansas, 2004, United States
- Civil Engineering, Universidad de Costa Rica, 1997, Costa Rica

Years of Experience

25

Professional Registration

- PE - Professional Engineer, 22217, Kansas, United States

Languages

- Spanish
- English

Location

Overland Park, KS, USA

Pablo Gonzalez has more than 25 years of water resources engineering experience and has been involved in a wide variety of water resources engineering projects. He has worked in hydrologic and hydraulic modeling of rivers, open channels, and hydraulic structures. He has also performed CFD modeling of rivers and hydraulic structures including water and wastewater treatment facilities. He has performed hydraulic analysis and designs for intakes, spillways, gates and gated spillways, stilling basins, stormwater sewer systems, culverts and outfall structures.

Additional experience includes fluvial geomorphology, stream restoration, naturalistic stream design, scour analysis, erosion and scour countermeasures design, watershed management, stormwater management, design of stormwater BMPs, and flood plain mapping. He also has extensive experience performing GIS analysis and applying GIS tools in the water resources field.

PROJECT EXPERIENCE

Various Projects; Global; 202 Garrison Diversion Conservancy District; Red River Valley Water Supply Project, James River Crossing Erosion and Scour; North Dakota, United States; 2018-In-Progress

Water Resources Engineer - Black & Veatch. Performed hydraulic and sediment transport modeling to estimate potential long-term degradation and channel scour potential for the James River 72-inch pipeline crossing. Hydraulic analysis included steady state 1D and 2D unsteady modeling in HEC-RAS. The HEC-RAS model was calibrated based on USGS stream gage information.

Alliant Energy; Golden Plains, Kossuth and Richland Wind Projects; Iowa, United States; 2018-2025

Water Resources Engineer - Black & Veatch. Directed hydrologic and hydraulic modeling associated with the Golden Plains (200 MW), Kossuth (150 MW), and Richland (210 MW) wind farm projects in Iowa. Hydrologic and hydraulic modeling was done in HEC RAS 2D to determine areas prone to flooding during the 100-year flood event. This analysis has been performed to help with siting of individual wind turbines.

Alliant Energy; Kilbourn Unit 1 CFD Modeling; Wisconsin, United States; 2017-2018

Water Resources Engineer - Black & Veatch. Performed CFD modeling to evaluate hydraulic conditions through Unit 1 of the Kilbourn Hydro Power Plant. Relevant CFD

model results included flow patterns through the entire unit, and pressure distribution and fluctuation over time on the unit's draft tube. The later was used as input for a finite element structural analysis of the draft tube. A transient model was used in the analysis to account for the rotation of the turbine runner.

City of Atlanta; Hemphill Reservoirs 1 and 2 Dam Breach Analysis; Georgia, United States; 2017-2018

Water Resources Engineer - Black & Veatch. Directed hydrologic and hydraulic modeling required to produce dam breach inundation maps required as part of the Emergency Action Plan (EAP) which was prepared by others. Analysis includes dam breach modeling and flood routing using XP SWMM/TUFLOW (coupled 1D-2D model).

Clemson College; Clemson Raw Water Intake; Water Resources Engineer, South Carolina, United States; 2018

Water Resources Engineer - Black & Veatch. Performed CFD analysis for the Clemson raw water intake. Improvements to the intake are aimed at complying with Section 316(b) of the Clean Water Act aimed at reducing fish impingement. CFD modeling was performed to assist with the design of the proposed new screens for the intake.

Los Angeles Department of Water and Power; Boulder Canyon Pump Storage; Los Angeles, California, United States; 2017-2018

Water Resources Engineering - Black & Veatch. Developed an unsteady HEC-RAS model of the Colorado River from Willow Beach to Lake Mohave. Evaluated flow and water levels along the reach modeled under existing conditions and proposed operations associated with the Bounder Canyon Pump Storage project.

The Metropolitan District; South Hartford Conveyance and Storage Tunnel – Pump Station and Grit Screen Facility CFD Modeling; Hartford, Connecticut, United States; 2015

Water Resources Engineer - Black & Veatch. Performed 3D computational fluid dynamics (CFD) modeling of the proposed grit screen facility and the pump station to assess flow conditions through the pump suction header pipe, the manifold and individual vertical pump suction pipes, to determine if adverse conditions can develop. Adverse conditions are air entrainment into the suction header pipe at the grit screen facility and excessive flow rotation or flow imbalance in the proximity to the pumps at the pump station. Also performed CFD analysis on proposed diversion structures.

Johnson County Wastewater; Mill Creek Regional, Kansas River Outfall Sediment Analysis; Shawnee, Kansas, United States; 2014-2015

Water Resources Engineer - Black & Veatch. In charge of assessing flow conditions in the Kansas River in the proximity of the WWTP outfall. Sediment deposition has reached a level that may block the outfall and compromise the ability to discharge the WWTP effluent. The purpose of the project is to evaluate current conditions in the river to determine the cause of sediment deposition around the outfall and to determine if structural improvements could be implemented to prevent further sedimentation. Relocation of the outfall has also been considered as an alternative to resolve the issue. This analysis has been done using XP SWMM/TUFLOW (coupled 1D-2D model).

Xcel Energy; Prairie Island and Monticello Nuclear Generating Plants Flood Hazard Reevaluation; Minnesota, United States; 2013-2015

Water Resources Engineer - Black & Veatch. Coordinated a team of engineers, meteorologists and GIS professionals tasked with preparing the Flood Hazard Reevaluation Report for both the Prairie Island and Monticello Nuclear Generating Plants (PINGP and MNGP) in response to the Nuclear Regulatory Commission Near-Term Task Force Recommendation 2.1.analyzing flood hazards. The objective of the work was to determine potential flooding due to the probable maximum flood (PMF) and dam breaches in the Mississippi River and local intense precipitation at the existing power plant. Calculated the probable maximum precipitation (PMP) for the watershed to the power plant and performed snowmelt calculations associated with the snow season PMP. Performed the flood analysis caused by the PMP driven local intense precipitation (LIP) event. Also in charge of performing 2D hydraulic modeling to evaluate flood impacts using XP-SWMM/TUFLOW.



Gabe Anderson, P.E

Governor HPU

Gabriel Anderson is a Mechanical Engineer with more than 18 years of experience in the water and energy industries, with an emphasis in hydropower and water delivery. His scope of experience includes project work, such as utility operation and maintenance (O&M); planning, design, and construction of water treatment and power generation systems; and upgrades and retrofit.

Expertise

Water Delivery and Hydropower Projects

Education

- Bachelor of Science, Mechanical Engineering, University of Kansas, 2003, United States
- PE - Professional Engineer, Mechanical, E-13146, Nebraska, United States

Years of Experience

22

Professional Registration

- PE - Professional Engineer, Mechanical, 36611, California, United States

Location

Colorado, USA

PROJECT EXPERIENCE

Turbine Replacement Project; Merced River, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for turbine replacement at McSwain powerhouse, a 12,000 HP vertical Kaplan unit and turbine replacement at Merced Falls Powerhouse, a 4,200 HP vertical Kaplan unit. The project includes replacement of the runner, wicket gate refurbishment, Kaplan mechanism refurbishment unit, auxiliary system, and component overhaul.

Applied Electrical Services (AES); West Kauai Energy Storage Project; Hawaii, United States; 2022-2025

Senior Mechanical Engineer - Black & Veatch. The owner's engineering team for the pumped storage and hydroelectric project focuses on balance of plant (BOP) systems. Responsible for providing design review, long lead procurement support, pre-construction and construction phase service, as well as for providing close coordination between project discipline leads, project lead, and project management team.

San Francisco Public Utilities Commission (SFPUC); O'Shaughnessy Dam Drum Gate Refurbishment; Hetch Hetchy, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading primary design activities for refurbishment of the three 65-foot-wide spillway drum gates. The buoyant spillway gates have been in service since 1949. The project goal is to refurbish drum gates and extend the operational life of the spillway structure.

Merced Irrigation District (MID); New Exchequer Howell-Bunger Valve Replacement Project; Merced River, California, United States; 2022-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for repair of the valve discharge liner and replacement of the existing 108-inch Howell-

Bunger valve with a new fixed cone valve. The project is intended to restore function and extend the life of the low-level outlet for New Exchequer Dam.

Pacific Gas and Electric Company (PG&E); Cresta Unit 2 High Pressure Oil Lift (HPOL); Feather River, California, United States; 2021-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for the Unit 2 high-pressure oil lift (HPOL) system for the generator thrust bearings. The HPOL includes hydraulic pump, piping, instrumentation, and controls modifications.

Pacific Gas and Electric Company (PG&E); James B. Black Unit 1 Governor Upgrade; Pit River, California, United States; 2021-In-Progress

Senior Mechanical Engineer - Black & Veatch. Responsible for leading scoping and design for the Unit 1 mechanical governor upgrade for a six-jet vertical impulse turbine. Design of the digital governor replacement includes servometer digital hydraulic control stations, instrumentation additions, and integration with existing unit systems.

Pacific Gas and Electric Company (PG&E); Balch 1 Cooling Water Upgrade; Kings River, California, United States; 2021-2022

Senior Mechanical Engineer - Black & Veatch. Responsible for leading design for cooling water and station water systems upgrade. Design includes new pumping systems for Unit 1 cooling water and station water demands, instrumentation, and controls.

San Francisco Public Utilities Commission; Moccasin Low Head Rehabilitation; California, United States; 2019-2021

Project Engineer - Hetch Hetchy Water and Power (HHWP). Responsible for assessments and rehabilitation of a 3 MW horizontal Francis unit used for auxiliary flows at the Moccasin Reservoir. Developed assessment report for Turbine, Governor, TSOV (thermal shut off valve), and BOP (balance of plant) systems. Designed repairs and testing procedures to bring the unit back online.

San Francisco Public Utilities Commission (SFPUC); Moccasin Powerhouse Generator Refurbishment; California, United States; 2018-2021

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for refurbishment of two existing hydraulic impulse turbine-driven generators rate at 50 MVA. Provided planning support, technical review, and outage coordination with operations and project team. Responsible for integration of updated instrumentation, monitoring, and protection with the unit control and SCADA system.

San Francisco Public Utilities Commission (SFPUC); Moccasin Powerhouse Generator Step-Up (GSU) Transformer Installation; California, United States; 2018-2021

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for replacement of two existing GSU transformers at the Moccasin Powerhouse with two new GSU transformers, along with protective relaying, grounding, foundations, and oil containment. Provided technical review for planning, design, bidding, and construction phases. Developed outage plan for installation work in coordination with water and power deliveries, other projects, and system outages.

San Francisco Public Utilities Commission (SFPUC); Mocassin Bypass Automation; California, United States; 2014-2021

Project Engineer - Hetch Hetchy Water and Power (HHWP). Responsible for the design of the powerhouse water bypass system valve actuator replacements, programmable logic controller (PLC) control system addition, and integration of tail race gate controls for remote monitoring and controlling. Performed outage planning, construction quality assurance, and startup and commissioning of components and system.

San Francisco Public Utilities Commission (SFPUC); Cherry Dam Outlet Works Refurbishment; California, United States; 2014-2018

Operations Representative - Hetch Hetchy Water and Power (HHWP). Responsible for replacement of the low-level outlet of 66-inch hollow jet valves and installation of a new instream flow release system. Developed scope for design, coordinated, and led technical design review with operations staff, provided

Sergey Petrov, P.E

HVAC

Expertise

Buildings, Indoor Air Quality; Central Plant; District Cooling; District Heating; Effluent Energy Recovery; HVAC; Industrial HVAC / R; Industrial Heat Pumps; Instrumentation and Controls; Microgrids; Natural Gas; Offshore; Plumbing

Education

- Associates, Instrumentation and Controls Engineering, I&C, Teesside University, 2013, United Kingdom
- Masters, Heating, Ventilating, and Gas Supplying, Mechanical Engineering, Pacific National University, 2008, Russian Federation

Years of Experience

17

Professional Registration

- PE - Professional Engineer, Mechanical, 56784, Alabama, United States
- PE - Professional Engineer, Mechanical, 58965, Massachusetts, United States
- PE - Professional Engineer, Mechanical, 028462 , Nevada, United States
- PE - Professional Engineer, Mechanical, 90349, Ohio, United States
- PE - Professional Engineer, Mechanical, 147847, Texas, United States
- PE - Professional Engineer, Mechanical, 23011200, Washington, United States
- PEng - Canada Professional Engineer, Mechanical, 234161, Alberta, Canada

Sergey Petrov has 17 years of experience in the consulting engineering which includes field assignments (construction supervision, offsite fabrication, commissioning, and handover) as well as office-based design engineering. He has helped teams design, build, and commission various innovative, energy-efficient, and sustainable projects in several countries ranging from sub-arctic oil and gas plants to Envision certified infrastructure facilities, LEED certified offices, and administrative buildings. Sergey has advanced proficiency with multi-discipline engineering principles, practices, and standards of care to develop projects from conception to permitting stage, and eventually through construction, commission and handover. He has advanced knowledge and hands-on experience with building mechanical, hydronic, hydraulic, pneumatic, and instrumentation & controls systems, energy-conservation and efficiency, waste energy recovery, and infrastructure design. Sergey has excellent leadership and interpersonal communication skills with the ability to effectively, persuasively, and tactfully interact with peers at all levels in the organization, as well as in client facing environments. He is experienced in leading teams of designers and engineers domestically and globally, utilizing overseas design centers. Site experience in managing and supervision of construction, fabrication, and commissioning contractors. He has global project delivery experience in the United States, Canada, Republic of Korea, APAC, and Russia. Cultural-competent by living and working with diverse cultures in various regions of the world.

PROJECT EXPERIENCE

Various Projects; Global; 2025-In-Progress

Senior Mechanical Engineer - Black & Veatch. Nuclear Engineering Director for the nuclear organization responsible for the overall implementation of engineering processes.

Metro Vancouver; North Shore WWTP; British Columbia, Canada; 2019-2022

Senior Mechanical Engineer - AECOM Canada Ltd. Owner's Engineer Role to ensure HVAC and Plumbing designed and installed on site in accordance with specifications and codes.

- PEng - Canada Professional Engineer, Mechanical, 47450, British Columbia, Canada
- PEng - Canada Professional Engineer, Mechanical, 100576920, Ontario, Canada

Location

Houston, Texas, USA

Languages

- Russian
- English

Exxon Mobil; Sakhalin 1 - Odoptu Stage 2; Ulsan, South Gyeongsang, Korea, Republic of; 2014-2016

Senior Field / Project Engineer - Fluor. Worked in Sakhalin, Texas, and Ulsan, Field Engineering and Project Engineering tasks delivering gas injection module (Solar Mars 100 turbine and Dresser-Rand centrifugal compressor) in sub-arctic near offshore region of Sakhalin. Home office design engineering (Sugar Land, TX) and Factory Acceptance Equipment Tests across USA. Resident Engineer role (8 months) in South Korea during modules fabrication at the Hyundai Heavy Industries offshore modyard.

Alliance Oil Company; Khabarovsk Heavy Oil Refinery Hydrotreating Upgrade; Khabarovsk, Russian Federation; 2012-2014

I&C, HVAC Field Engineer - Tecnicas Reunidas S.A... Supervised installation and commissioning of all process instrumentation and HVAC on Hydrogen Production, Amine and Sulphur Recovery, Hydrocracking and Hydrotreating, Tank Farms, and Flaring Units. Supervised team of commissioning techs to deliver loop checks and SAT on schedule.

Sakhalin Energy (Shell, Mitsui, Gazprom); Sakhalin 2 Brownfield Services; Sakhalin, Russian Federation; 2010-2012

E&I Designer - Wood Group PSN (Wood). Offshore and Onshore facilities, including 9.6 MTPA LNG Plant brownfield design and site inspections. Sub-arctic conditions.

Sakhalin Energy (Shell, Mitsui, Gazprom); Sakhalin 2 Onshore Pipelines; Sakhalin, Russian Federation; 2007-2010

Field Surveyor/Mechanical Foreman - Starstroi / Saipem. 24'' oil and Pipeline Installation Survey. Soil calculations for backfill. Later in the project moved to Mech Foreman role to supervise pipe fitters and welders. Sub-arctic conditions



David Stelzer, P.E.

Governor Controls

David Stelzer is currently a senior electrical engineer for the Black & Veatch Operations Group, supporting Hydroelectric projects. He specializes in power and control system design and upgrades for hydroelectric facilities with 24 years of experience. David has designed power system upgrades, transformers, switchgear, excitation systems, protective relaying, automation, various powerhouse and dam equipment replacements, and new plant power systems.

Expertise

Controls; Excitation Systems; Hydroelectric Power; Hydropower; Power Systems; Protective Relaying; Switchgear

Education

- Bachelor of Science, Electrical Engineering, Power & Controls, Iowa State University, 2001, United States

Years of Experience

24

Professional Registration

- PE - Professional Engineer, Civil, 9996, Idaho Electrical, PE 34650, Oklahoma, United States
- PE - Professional Engineer, Electrical, 46637 - 6 , Wisconsin, United States
- PE - Professional Engineer, Electrical, 6201066198, Michigan, United States
- PE - Professional Engineer, Electrical, E20192, California, United States
- PE - Professional Engineer, Electrical, 13400, Idaho, United States
- PE - Professional Engineer, Electrical, 43825, Washington, United States
- PE - Professional Engineer, Electrical, 79548PE, Oregon, United States
- PE - Professional Engineer, Electrical, 18644, Kansas, United States

Location

Overland Park, KS, USA

PROJECT EXPERIENCE

OMPA; Kaw Hydro Rehabilitation; Ponca City, Oklahoma, United States; 2022-In-Progress

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement for replacement of aging plant power systems. Design includes switchgear, excitation equipment, protective relaying, station transformers, and station service switchgear.

We Energies; Appleton Hydroelectric Rehabilitation; Appleton, Wisconsin, United States; 2021-2025

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design for rehabilitation and replacement of plant excitation equipment, protective relaying, control system, governor controls and neutral grounding equipment.

Energy Northwest; Columbia Generating Station – Various Projects, Richland, Washington, United States; 2015-2018

Engineering Manager - Black & Veatch. Managed the mechanical, civil and electrical design for various plant services modification projects.

We Energies; Chalk Hill Electrical Rehabilitation; Stephenson, Michigan, United States; 2021-2024

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement for a complete rehabilitation and replacement of plant power systems. Design included switchgear, excitation equipment, protective relaying, station and generator transformers, and station service equipment.

Wisconsin Public Service; Tomahawk Electrical Rehabilitation; Tomahawk, Wisconsin, United States; 2021-2024

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design including evaluation of condition, electrical design, and equipment procurement a complete rehabilitation and replacement of plant power systems. Design included switchgear, excitation equipment, protective relaying, station transformer, and station service equipment.

We Energies; Hemlock Falls Relay Upgrade; Crystal Falls, Michigan, United States; 2021-2023

Engineering Manager/Lead Electrical Engineer - Black & Veatch. Managed electrical design for upgrade to protective relays for a small hydroelectric facility with project goals of improving system at minimal cost.

Tennessee Valley Authority; Hydro Electric Modernization - Watauga Hydro Electric Plant; Johnson City, Tennessee, United States; 2021-2022

Lead Electrical Engineer - Black & Veatch. Project involved replacement of the 15kV switchgear, 15kV bus duct, conversion to high resistance grounding, and protective relaying upgrades to transformers and generators.

We Energies; Kingsford Unit 3 Reliability Upgrades; Chrystal Falls, Michigan, United States; 2019-2021

Lead Electrical Engineer - Black & Veatch. Provided electrical design for generator rewind, 15kV circuit breakers, complete replacement of excitation, protection and controls for one unit and upgrade common points of failure in the powerhouse to improve reliability at normal flow.

Wisconsin Public Service; Grandfather Falls Electrical Rehabilitation; Merrill, Wisconsin, United States; 2018-2020

Lead Electrical Engineer - Black & Veatch. Provided electrical design for complete rehabilitation and replacement of plant power systems. Design includes switchgear, static exciters, protective relaying, new transformers, and station service.

We Energies; Michigamme Falls Electrical Rehabilitation; Chrystal Falls, Michigan, United States; 2017-2020

Lead Electrical Engineer - Black & Veatch. Provided electrical design for complete rehabilitation and replacement of plant power systems. Design includes switchgear, excitation equipment, protective relaying, new transformers, and station service.

Department of Water Resources; Roville Dam/Hyatt Powerhouse Post-Failure Level 2 Risk Assessment; Oroville, California, United States; 2019

Lead Electrical Engineer - Black & Veatch. Evaluated electrical equipment for points of failure which could lead to dam safety issues in the powerhouse and intake structures.

PG&E; Pit 5 - Main Transformer Bank Replacement; Burney, California, United States; 2013-2017

Lead Electrical Engineer - Black & Veatch. Performed alternatives analysis to determine the most economical course for replacement of a seven single phase transformer generator step-up bank. Produced transformer specifications, installation drawings, and provided construction support. Project mitigated fire separation issues, seismic restraint, and increased bank capacity while avoiding significant structural costs.

We Energies; Peavy Falls Electrical Rehabilitation Project; Michigamme River, Michigan, United States; 2015-2017

Lead Electrical Engineer - Black & Veatch. Project involved electrical rehabilitation of a two-unit, 12 MW hydroelectric plant including protection, brushless excitation systems, control system, and 6.9kV equipment upgrades.

Tennessee Valley Authority; Hydro Electric Modernization - Watauga Hydro Electric Plant; Johnson City, Tennessee, United States; 2015-2016

Lead Electrical Engineer - Black & Veatch. Project involved replacement of the 15kV switchgear, conversion to static excitation, protective relaying upgrades, replacement and enhancement of plant instrumentation, and generator mechanical system upgrades.

Pacific Gas & Electric; Rubber Bladder Gate Replacement, Pit 3 Dam; Burney, California, United States; 2011-2015

Lead Electrical Engineer - Black & Veatch. Provided design for replacement of inflatable rubber bladder gate on the crest of the Pit 3 dam. Design includes upgrade of inflation control system with modern blowers, valves, and control components.

Appendix B

Reference Letters

PAST PERFORMANCE SURVEY

to provide ample contractor oversight during the construction phase was necessary to quickly resolve emergent issues and minimize schedule delays.

Mark Zinniker	Generation Engineering Supervisor	Mark W. Zinniker Digitally signed by Mark W. Zinniker Date: 2026.02.11 12:31:31 -08'00'
Printed Name of Client Reference	Job Title	Signature

Thank you for your time and effort in assisting us in this important endeavor!

Please return the completed survey to:

Black & Veatch
Trent Rusk
ruskt@bv.com

PAST PERFORMANCE SURVEY

Black & Veatch is performing Past Performance Questionnaires for completed projects as part of their formal QA/QC program. This survey is provided to evaluate our performance for the project identified in Part A as well as our specific Key Project Team Personnel listed in Part B.

PART A – CLIENT REFERENCE & PROJECT INFORMATION

Client:	Portland General Electric	Project Duration:	2.5 years
Reference:	Sean Flak	Project Size ($):	$160MM
Job Title:	Project Manager	Scope included Site Selection	N
Email:	Sean.Flak@pgn.com	SOW included Owner's Engineer	N
Phone:	(503) 381-3408		

PART B – COMPANY & PERSONNEL BEING EVALUATED.

Name of the Past Project:	Faraday Repower Project
Name of the Consultant:	Black & Veatch
Name of Key Project Team Personnel:	Trent Rusk – Project Manager
	Rich Vaughn – Mechanical Engineer Davi Squaiella – Generator Electrical Andrew Wodoslawsky – Turbine-Generator Mechanical

PART C – PERFORMANCE EVALUATION

Please rate your level of satisfaction with the consultant / personnel's performance on a scale of 1 to 10 (with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied).

- Ratings will be applied for (a) our company overall, and (b) each individual listed in Part B above.
- If you wish to provide separate ratings for our firm or an individual, simply complete multiple forms.

No.	CRITERIA	UNIT	RATING
1	Ability to successfully achieve client scope objectives and deliverables	(1-10)	9
2	Ability to manage project cost	(1-10)	8
3	Ability to manage project schedule	(1-10)	9
4	Quality of work	(1-10)	9
5	Ability to proactively identify, communicate, and mitigate potential risk items	(1-10)	9
6	Overall professionalism and responsiveness to requests	(1-10)	10
7	Ability to follow client rules & regulations	(1-10)	9
8	Overall client satisfaction and willingness to hire the firm / individual again	(1-10)	10

Please provide any recommendations or lessons learned from your project experience:

This was a unique project in that PGE requested Black & Veatch to assume control of construction mid-execution following completion of the in-water work. Black & Veatch demonstrated strong project team leadership, quickly ramping up a qualified team and successfully delivering the remaining work to meet the project schedule. Given the accelerated pace and the transition occurring mid-construction, cost control was an expected challenge. Black & Veatch assumed the existing subcontracts and performed well in managing those costs under the circumstances.

For similar scenarios in the future, particularly where scope and schedule adjustments are implemented on a week-over-week basis, a key recommendation would be the use of more

PAST PERFORMANCE SURVEY

proactive, real-time cost tracking and forecasting tools to better support rapid decision-making during accelerated construction phases.

Sean P. Flak	Project Manager	
Printed Name of Client Reference	Job Title	Signature

Thank you for your time and effort in assisting us in this important endeavor!

Please return the completed survey to:

Black & Veatch
Trent Rusk
ruskt@bv.com

Appendix C

Attachment 3 - Certification Form Requirement

Attachment 3 - Certification Form Requirement

Black & Veatch acknowledges the requirement for execution of the *Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form* upon contract execution per paragraph 18 of Attachment 1.

Please note that Attachment 3, referenced in line item #8 on the ProcureWave City of Spokane Procurement site, was not included in the RFQu documents. Black & Veatch is prepared to sign and submit the required form as part of the contract documentation once it becomes available.



© Black & Veatch Corporation 2026. All Rights Reserved. The Black & Veatch name and logo are registered trademarks of Black & Veatch Corporation.

EXHIBIT C

CONFIDENTIAL Note 2

Black & Veatch

Billing Rates and Expense Schedule
for
Home Office Consulting Engineering Services

Calendar Year 2026

HOURLY BILLING RATES (see Client Billings and Notes)

Title/Description/Hourly Billing Rate ($USD)	
Project Administration	
Project accounting and office support including clerical, secretarial and billing.	
Project Administration	$106.00
Technicians and Technical Support	
Technical designers, drafters, and other technical support functions.	
Associate Technician / Designer	$85.00
Staff Technician / Designer	$139.00
Lead Technician/Designer	$207.00
Senior Technician/Designer	$265.00
Engineering and Management	
Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.	
Associate Engineers	$120.00
Staff Engineers	$158.00
Design Engineers	$211.00
Project Engineers	$246.00
Senior Engineers	$280.00
Engineering Managers	$318.00
Project Managers	$290.00
Senior Project Managers	$365.00
Professionals and Professional Support	
Professionals who assess and track the cost related to projects, perform planning and scheduling functions related to projects, provide procurement and construction support, provide permitting support, and support other project related activities.	
Associate Professional	$114.00
Staff Professional	$178.00
Lead Professional	$249.00
Senior Professional	$326.00
Specialized Staff	
Specialist staff who provide quality analysis/quality control, business analysis and related services.	
Associate Specialist	$128.00
Staff Specialist	$184.00
Lead Specialist	$226.00
Senior Specialist	$267.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. are included in the labor billing rates above.
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

Copyright Black & Veatch 2026.
All Rights Reserved.

Bid Response Summary

Bid Number RFQu 6539-26
Bid Title 2026-2028 On Call Engineering Services
Bid Base Currency USD
Due Date Monday, May 4, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Black & Veatch Corporation
Submitted By David Shielee - Monday, May 4, 2026 11:47:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
shieleed@bv.com
Comments

Question Responses

Group	Reference Number	Question	Response
Technical Assistance with ProcureWare			
	1	ProcureWare Tips: Allow plenty of time to submit your bid. Save your work often, especially if there will be time when you are not actively working in the software. After about 15 minutes or more of idle time you may be logged out of the system and no warnings will be given. If you receive an alert when trying to save work or submit your bid, you are most likely logged out. (even if the software shows otherwise). The most common error message indicating you are logged out is "This response is associated with a different company. If after logging in you are still experiencing issues, please contact: Tanya Lester tlester@spokanecity.org 509-625-6576 or purchasing@spokanecity.org	I acknowledge
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED

	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	8	Proposer has signed and included Attachment 3 Certification Regarding Debarment and Lobbying Form with Proposal as instructed in Attachment 1 Terms and Conditions.	AGREED AND ACKNOWLEDGED
	9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	David Shielee 503-443-4425 shieleed@bv.com
	10	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Carlos Araoz 916-858-2433 araozc@bv.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	City of Spokane_ Engineering Design On-Call Support Services for Upriver Dam_BV Proposal RFQu 6539-26.pdf

2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.
3	Upload signed Attachment 3 Certification Regarding Debarment and Lobbying Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.
5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Consent

Council Meeting Date: 09/09/2026

Date Rec'd	8/19/2026		
Clerk's File #	OPR 2026-0251		
Cross Ref #			
Project #	2024065		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6700	**Requisition #**	CR 28892
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	AMENDMENT TO INCREASE FUNDS - NORTH HILLYARD SIDEWALK INFILL -		

Agenda Wording

Amendment to increase funds for the North Hillyard Sidewalk project.

Summary (Background)

The approved TBD funding amount for the project was about $816,000 (including a 10% contingency). We received a good low bid for about $445,000 so we added additional sidewalk in the area. The original contract was about $445,000 plus a 10% admin reserve for a total of $490,000. Even with the added sidewalk, we only used about $460,000, still well below the approved TBD amount. However, the sidewalk addition pushed us over the council authorized contract amount so we need permission to increase the contract by $70,000.

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

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 70,000.00
Current Year Cost	**$** 70,000.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 70,000.00	**#** 1990-49890-95300-56501-21047
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**PURCHASING**	NECHANICKY, JASON
Division Director	FEIST, MARLENE		
Accounting Manager	DUFFEY, ANDREW		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Brian Winkler - brian@wmwinkler.com	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	mvallen@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	eraea@spokanecity.org

City Clerk's No. OPR 2026-0251
Engineering No. 2024065

City of Spokane

CONTRACT AMENDMENT

Title: **NORTH HILLYARD SIDEWALK INFILL**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WM. WINKLER COMPANY**, whose address is 5516 North Starr Road, Newman Lake, Washington 99025 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the North Hillyard Sidewalk Infill project; and

WHEREAS, additional work is required, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated March 31, 2026, 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 shall become effective on March 31, 2026 and shall run through October 31, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY THOUSAND AND NO/100 DOLLARS** (**$70,000.00**), 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.

WM. WINKLER COMPANY

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

26-233

CERTIFICATE OF LIABILITY INSURANCE

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

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 Parker Smith & Feek Insurance LLC 10400 NE 4th St Suite 900 Bellevue WA 98004	**CONTACT NAME:** IMA Certs Team **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@imacorp.com
INSURED WMWINKL-02 Wm Winkler Company PO Box 430 Newman Lake WA 99025	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company / 16535 **INSURER B :** American Guarantee and Liability Insurance / 26247 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 546026904 **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 X PD DED $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		GLO441452804	4/1/2026	4/1/2027	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 / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		BAP641138904	4/1/2026	4/1/2027	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	Y		SXS641139004	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**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		GLO441452804	4/1/2026	4/1/2027	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA STOP GAP $ 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)

RE: Engineering Services File #2024065; Project - North Hillyard Sidewalk Infill.
Certificate Holder Includes: City of Spokane and WSDOT.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
General Liability, Automobile Liability and Excess Liability Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy.
Excess Liability policy is in excess of the General Liability and Automobile Liability Policies, subject to the terms and conditions of the policy.

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

Brett Messner

© 1988-2015 ACORD CORPORATION. All rights reserved.

Cancellation By Us

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP641139004	04/01/2026	04/01/2027	04/01/2026	73791000		

Named Insured and Mailing Address:

Wm Winkler Company
PO BOX 430
Newman Lake, WA 99025-0430

Producer:

PARKER SMITH & FEEK INSURANCE, LLC
10400 NE 4TH ST STE 900
BELLEVUE, WA 98004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

Boiler and Machinery Coverage Form
Business Auto Coverage Form
Commercial Crime Coverage Form
Commercial General Liability Coverage Form
Commercial Inland Marine Coverage Form
Commercial Property Coverage Form
Farm Coverage Form
Garage Coverage Form
Liquor Liability Coverage Form
Motor Carrier Coverage Form
Pollution Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Truckers Coverage Form

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.

Signed by:_____ _____
Authorized Representative Date

Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP641139004	Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage:** The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Cancellation By Us

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	04/01/2026	04/01/2027	04/01/2027	73791000		

GLO441452804

Named Insured and Mailing Address:

Wm Winkler Company
PO BOX 430
Newman Lake, WA 99025-0430

Producer:

PARKER SMITH & FEEK INSURANCE, LLC
10400 NE 4TH ST STE 900
BELLEVUE, WA 98004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

Boiler and Machinery Coverage Form
Business Auto Coverage Form
Commercial Crime Coverage Form
Commercial General Liability Coverage Form
Commercial Inland Marine Coverage Form
Commercial Property Coverage Form
Farm Coverage Form
Garage Coverage Form
Liquor Liability Coverage Form
Motor Carrier Coverage Form
Pollution Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Truckers Coverage Form

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.

Signed by:_____ _____
Authorized Representative Date

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4414528-04	Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office. Inc., with its permission.

Straight Excess Liability Policy

ZURICH

There are provisions in this policy that 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 such in **underlying insurance.** The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance.**

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance.** This policy includes:

1. The terms and conditions **of underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and

2. The terms and conditions that apply to this policy.

B. Notwithstanding anything to the contrary contained in Paragraph **A.** above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss,** then this policy does not apply to such damages.

C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE.**

D. We have no obligation under this policy with respect to any settlement made without our consent.

E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person:**

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;

2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or

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

Washington Changes

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add! Prem.	Return Prem.
SXS641139004	04/01/2026	04/01/2027				

Named Insured / Mailing Address:

WM WINKLER COMPANY
PO Box 430
Newman Lake, WA 99025

Producer:

PARKER, SMITH & FEEK, INC.
2233 112TH AVE NE
BELLEVUE, WA 98004-2936

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. SECTION V. CONDITIONS, C., Cancellation, paragraph **1,** is deleted and replaced with the following:

1. The first Named Insured may cancel this policy by

a. Written notice to the Underwriter or producer by mail, fax or e-mail; or

b. Surrender of this policy or binder issued as evidence of coverage to the Underwriter or producer;

c. By verbal notice to the Underwriter or producer.

Upon receipt of the first Named Insured's notice of cancellation, the Underwriter shall cancel this policy or any binder issued as evidence of coverage effective the later of the date notice is received or the date the first Named Insured requests cancellation

B. SECTION V. CONDITIONS, C., Cancellation, Paragraph **2,** is deleted and replaced with the following:

2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you and any loss payee or other persons shown by the policy to have an interest in any loss which may occur under the policy as of the effective date of Cancellation, not less than fifteen (15) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and any loss payee or other persons shown by the policy to have an interest in any loss which may occur under the policy as of the effective date of Cancellation not less than ninety (90) days advance written notice, stating the reason(s) for the cancellation and when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.

C. SECTION V. CONDITIONS, C., Cancellation, Paragraph **6,** is deleted.

D. SECTION V. CONDITIONS, E., Nonrenewal, is deleted and replaced with the following:

E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the all named insureds written notice of nonrenewal, including the reasons for our decision not to renew, not less than forty-five (45) days before the expiration or anniversary date of this policy. Such notice will be mailed or delivered to you at the mailing address last known to us. Proof of mailing will be sufficient proof of notice.

E. SECTION VI. CONDITIONS, is amended by the addition of the following:

Renewal

We will renew this policy unless:

1. You fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, not less than twenty (20) days before the expiration date; or

2. Other coverage acceptable to you has been procured prior to the expiration date of this policy.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Amended Other Insurance Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. SXS641139004	Effective Date: 04/01/2026

This endorsement modifies insurance provided under the:

Straight Excess Liability Policy

Condition **G. Other Insurance** of **SECTION V. CONDITIONS** is replaced with the following:

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

1. If the **other insurance** is written to be excess of this policy; or
2. If you have agreed in a written contract to carry insurance to be primary and not contribute with that of an additional insured, provided that the additional insured:
   a. Is a Named Insured under such **other insurance**; and
   b. Has been granted primary and non-contributory status under scheduled underlying insurance.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

License Information:

New search Back to results

Entity name: WM. WINKLER COMPANY

Business name: WM. WINKLER COMPANY

Entity type: Profit Corporation

UBI #: 602-703-784

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

Mailing address: 5516 N STARR RD
NEWMAN LAKE WA 99025-8609

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident	BUS2010-145			Active	Mar-31-2027	Jan-29-2019
Clarkston General Business - Non-Resident	009256.0			Active	Mar-31-2027	Jul-31-2009
Kennewick General Business - Non-Resident	103615			Active	Mar-31-2027	Aug-16-2005
Liberty Lake General Business - Non-Resident	00434			Active	Mar-31-2027	Mar-20-2006
Minor Work Permit				Active	Mar-31-2027	Jul-14-2017
Moses Lake General Business - Non-Resident	BUS2014-09906			Active	Mar-31-2027	Apr-23-2014
Pasco General Business - Non-Resident	10278			Active	Mar-31-2027	Aug-17-2005
Quincy General Business - Non-Resident	2019-006			Active	Mar-31-2027	Jan-23-2019
Richland General Business - Non-Resident	F0E834			Active	Mar-31-2027	Apr-03-2008
Spokane General Business - Non-Resident	T11099851BUS			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2027	Apr-03-2008

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sunnyside General Business - Non-Resident				Active	Mar-31-2027	Nov-01-2017
Wenatchee General Business - Non-Resident	160191			Active	Mar-31-2027	Oct-16-2019
West Richland General Business - NR	2773			Active	Mar-31-2027	May-17-2006

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WINKLER, BRIAN J	

Registered Trade Names

Registered trade names	Status	First issued
WILLIAM WINKLER CO	Active	Mar-20-2007
WILLIAM WINKLER COMPANY	Active	Mar-20-2007

The Business Lookup information is updated nightly. Search date and time: 8/19/2026 4:32:05 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/4/2026		
Clerk's File #	OPR 2024-0277		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	DEL MURPHY X6982	**Requisition #**	VB301544
Contact E-Mail	DIMURPHY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	COMPUNET CISCO VALUE BLANKET EXTENSION		

Agenda Wording

Extension of the current Value Blanket with CompuNet (Grangeville, Idaho) through September 30, 2028 for Cisco network and other equipment replacement and continued operation support including license subscriptions to meet contractual obligations. Requesting $2,800,000 annually to cover current and anticipated purchases. All purchases will use WA DES Contract # 05819/NASPO # AR3227 (A Replacement WA DES contract is in process, and a new number will be provided when available) and/or Omnia Contract # R250302, which offer pricing advantages for government entities.

Summary (Background)

The funds for these investments have already been set aside in our current-year and next-year IT infrastructure budgets and the CIP Budget. CompuNet is the Primary Value-Added Reseller (VAR) for the infrastructure equipment for the City's Network, Internet Firewalls, Phone System, including the 311 Call Queuing system, and for all City Facilities with desk and soft phones. CompuNet is also the primary VAR supporting the new PSAP Infrastructure system design and deployment. Purchases from CompuNet go beyond IT Network; this value blank supports City-wide equipment purchases.

What impacts would the proposal have on historically excluded communities?

Not applicable – annual hardware purchases and services for support

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

Not applicable – annual hardware purchases and services for support

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

All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the incumbent vendor's effectiveness and analyzes other vendors' solutions to identify improvements and cost advantages over the current 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 VB is in support of existing systems and new projects within the city's IT infrastructure team as well as public works, PSAP, SPD, SFD, and Parks. This infrastructure supports all City Operations for all departments. This service aligns with the Sustainable Resources strategic initiative by supporting sound financial objectives and quality customer service through a stable, current, redundant, and resilient network infrastructure.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 5,600,000
Current Year Cost	$ 2,800,000
Subsequent Year(s) Cost	$ 2,800,000

Narrative

This value blank (VB) includes the renewal of system licenses, support contracts, equipment replacements, and professional services for IT and grant-funded projects.

Amount		Budget Account
Expense	$ 1,400,000	# 5300-73200-18850-54804 annually
Expense	$ 1,400,000	# 5300-73200-18850-54820 annually
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source N/A

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	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

N/A	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: Profit Corporation

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address:
505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address:
1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2027	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2027	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2027	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2027	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2027	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2027	Oct-13-2020

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Richland General Business - Non-Resident				Active	Mar-31-2027	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2027	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2027	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2027	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2027	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2027	Sep-28-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	

Owners and officers	Title
SCHOO, DAWN	
SCHOO, NOLAN B.	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/15/2026 9:16:13 AM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/19/2026		
Clerk's File #	OPR 2025-0551		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	RFP 4480-18
Contact Name/Phone	BRANDON X6410	**Requisition #**	
Contact E-Mail	BMEIERS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SYSTEMS & SOFTWARE UTILITY BILLING (ENQUESTA) ANNUAL SOFTWARE		

Agenda Wording

Contract with Systems & Software for Annual Support and Maintenance of enQuesta, City's Utility Billing Management System. Contract term is November 1, 2026 through October 31, 2027. Contract amount is $240,090.93 plus applicable sales taxes.

Summary (Background)

enQuesta is the City's Utility Billing System procured via a competitive RFP. Contract term is November 1, 2026 through October 31, 2027 for a total amount of $240,090.93. The increase in price is due to the annual contractual CPI.

What impacts would the proposal have on historically excluded communities?

NA – Software renewal

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

NA – Software renewal

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

NA – Software renewal

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Utility Billing Management System contract.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** $240,090.93
Current Year Cost	**$** $240,090.93
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** $240,090.93	**#** 5300-73300-18850-54214
Select	**$**	**#**
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	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Julie Hextell jhextell@harriscomputer.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0551

CITY OF SPOKANE

CONTRACT AMENDMENT / RENEWAL 1 of 4

Title: UTILITY BILLING SOFTWARE MAINTENANCE AND SUPPORT

This Contract Amendment Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.,** whose address is10 East Allen Street, Suite 201, Winooski, Vermont 05404, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provided provide Utility Billing Software (enQuesta) Maintenance and Support;

WHEREAS, a revision to the insurance requirements set out in the original contract is needed, and

WHEREAS, the initial contract provided for four (4) 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 September 8, 2025, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment Renewal shall become effective on November 1, 2026, and shall end October 31, 2027.

3. AMENDMENT.
The original Contract is hereby amended as follows:

10. INSURANCE.

D. **Technology E&O/Cyber Insurance** with a combined single limit of not less than $5,000,000 each claim, incident, or occurrence.

11. LIMITATION OF LIABILITY.

BOTH PARTIES AGREE THAT COMPANY**'S** ENTIRE LIABILITY ~~(UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING~~ UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO COMPANY BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

4. COMPENSATION.

The City shall pay an amount not to exceed **TWO HUNDRED FORTY THOUSAND NINETY AND 93/100 DOLLARS** (**$240,090.93**), plus sales tax, for everything furnished and done under this Contract Amendment Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

5. Section 14, STANDARD OF PERFORMANCE, is modified as follows:

The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform at a commercially reasonable level.

6. ENTIRE AGREEMENT

All terms, conditions and provisions of the original Contract and any previous amendments, renewals and / or extensions thereto shall continue to apply in full and remain unchanged, except only to the extent expressly modified by this Contract Amendment Renewal. In the event of any conflict between this Contract Amendment Renewal and the original Contract, the terms of this Contract Amendment Renewal shall control solely as to the matters expressly addressed herein.

7. DEBARMENT AND SUSPENSION.

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

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

/////

/////

/////

SYSTEMS & SOFTWARE, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B – 2026 Renewal Letter

26-207b

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

ATTACHMENT B

Systems& Software

July 20th, 2026

City of Spokane
914 E North Foothills Dr.
Spokane, WA 99207
RE: 2026 Maintenance Quote – enQuesta

Dear Corin,

We truly value your partnership and appreciate the trust you place in us. Your annual maintenance renewal helps ensure you continue receiving the support and resources that keep your business running smoothly. With your renewal, you'll have:

- Direct access to our knowledgeable support staff, available weekdays 8:00 AM – 6:00 PM ET, plus after-hours on-call support
- Defined support levels to prioritize your business needs
- Access to training opportunities designed to help your team succeed
- Regular updates and enhancements to system functionality
- An invitation to our annual HCTC conference, taking place in Denver, CO in December 2026

At S&S, we are continually enhancing our product, with a strong focus on security over the past year. As part of your maintenance, we've introduced new features and modules designed to deliver even greater value to you and your team:

- **Flexible Billing Options** – Now you can bill for additional services on a daily or as-needed basis, giving you more control outside of standard cycle billing.
- **Smarter Customer Billing API** – Expanded functionality opens the door to more use cases, making it easier to streamline your processes.
- **Seamless Questline Digital Integration** – Automatically send Welcome Packets and other communications to keep your customers engaged from day one.
- **Connected with Salesforce** – Direct integration ensures your teams have the data they need, right where they work.
- **Flexible Due Dates for Notices** – Notice Due Dates no longer have to be the same as the Billing Due Date.

Contact your Account Manager if you are interested in more information on the extended services described above.

The yearly maintenance amount from November 1st, 2026, through October 31st, 2027, has been revised to the following:

Systems& Software

Product	Support Period		Total Invoice
Support and Maintenance	11/1/2026	10/31/2027	$172,661.11
Hosting	11/1/2026	10/31/2027	$ 53,440.91
CO05 Credit Refund Check Writing Interface	11/1/2026	10/31/2027	$ 1,467.72
CO08 Convert and Download Add Service Location Comments Maintenan	11/1/2026	10/31/2027	$ 340.35
CO09 Accela Interface Maintenance	11/1/2026	10/31/2027	$ 935.95
CO18 Integration with US Bank maintenance	11/1/2026	10/31/2027	$ 7,657.69
CO26 - Populate Meter Set Date and Pass to ServiceLink	11/1/2026	10/31/2027	$ 2,339.85
CO31 - Neptune Upload and Download Maintenance	11/1/2026	10/31/2027	$ 765.78
CS26865 - Bill Print Support	11/1/2026	10/31/2027	$ 481.57
Total 2026 Maintenance Renewal			**$240,090.93**

S&S Terms and Conditions:

1. This quote is valid for all current services as of November 1st, 2026, through October 31st, 2027, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2026 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Account Executive.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below: Customer/Organization: **City of Spokane**

Date: _____ _____

Corin Morse, City of Spokane

Date: _____ _____

Adam Smith, EVP of Systems & Software

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2025

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

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

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922-sndrd-GAWUP-25-26 Harris

CONTACT NAME: –
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : ACE American Insurance Company	22667
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Systems & Software, Inc., A DIVISION OF
N. HARRIS COMPUTER CORPORATION
10 E Allen St Ste 201,
Winooski, VT 05404

COVERAGES **CERTIFICATE NUMBER:** HOU-003831474-17 **REVISION NUMBER:** 5

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:			9950-48-39 EUC	09/27/2025	09/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 25,000 1,000,000 2,000,000 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7360-03-97	09/27/2025	09/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE AGGREGATE	$ $	9,000,000 9,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764342	09/27/2025	09/27/2026	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
C	Professional Liability Tech E&O & Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit SIR		10,000,000 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF SPOKANE

808 W. SPOKANE FALLS BLVD., 7TH FLOOR
SPOKANE, WA 99201-3344

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SYSTEMS & SOFTWARE, INC.

Business name: SYSTEMS & SOFTWARE, INC.

Entity type: Profit Corporation

UBI #: 604-404-683

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Mailing address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2027	May-02-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/1/2026 12:16:48 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Consent

Council Meeting Date: 09/09/2026

Date Rec'd	8/11/2026		
Clerk's File #	OPR 2026-0736		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB 6557-26
Contact Name/Phone	DAVE STEELE 655-0567	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	CONTRACT WITH LEONE & KEEBLE INC (SPOKANE, WA) FOR CONSTRUCTION		

Agenda Wording

Contract with Leone & Keeble, Inc (Spokane, WA) for construction, supplies and organization of the Water Department Main Office Renovation Phase 2 from 10/15/2026 to 12/15/2027 and a total not to exceed $4,370,546.00 plus tax. An administrative reserve of $437,054.60, which is 10% of the contract amount, will be set aside.

Summary (Background)

The Facilities Department, in partnership with the Water Department and the Purchasing Department, has completed the bid for second phase of the renovation work for the Water Department's remodel of the existing administration building and an addition to the east end of the building. New lighting fixtures and lighting controls, telecommunications, security, and fire alarm devices are to be installed to serve the new space. New conductors are to be pulled to the new EV charging stations located in the parking lot. Phase 1 electrical infrastructure will be extended to ensure a complete electrical system.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

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

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other xisting disparity factors.

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

Renovation at this facility will improve the usability of the space while providing necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract mangement best practices will be used 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 investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. 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	$ 4768265.69
Current Year Cost	$ 4768265.00
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 4768265.69	# 4100-42490-94340-56501-11027
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

4100-42490-94340-56501-11027

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	**PURCHASING**	WAHL, CONNIE
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jeramie Keeble jkeeble@leone-keeble.com	sstoner@leone-keeble.com
klong@spokanecity.org, karcher@spokancity.org	dsteele@spokanecity.org
jteal@spokanecity.org, rhershaw@spokanecity.org	facilitiesaccounting@spokanecity.org
ddaniels@spokanecity.org	facilitiesdepartment@spokanecity.org
hhaw@spokanecity.org,	rhershaw@spokanecity.org

City Clerk's No. OPR 2026-0736

City of Spokane

PUBLIC WORKS AGREEMENT

Title: WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LEONE & KEEBLE, INC.**, whose address is 108 West Boone Avenue, Spokane, Washington 99201, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2**, selected via PW ITB 6557-26**.**

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on October 15, 2026, and ends on December 15, 2027, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

   A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS ($4,370,546.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

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

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

B. **General Liability Insurance** on an occurrence basis, of not less than $1,000,000 each occurrence/$2,000,000 aggregate 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 $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and;

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

D. **Builders Risk Course of Construction Insurance** Contractor shall maintain insurance in the amount of the project of $4,370,546.00, for the duration of the project.

E. **Professional Liability Insurance** (Errors and Omissions) $1,000,000 per claim/aggregate. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed. When: Required on all professional services (Architectural, Engineering, etc.), and legal services. May be required on consultant contracts, contractors, counselors, accountants, auditors or services where the City receives guidance that has a direct influence on City operations.

F. **Pollution Legal Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate for the duration of the contract. **The Certificate of Insurance (COI) must be produced within five (5) business days after final execution which is the date all parties have signed the contract. Contractor may not perform any work until such COI is produced during this time frame.**

G. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

16. 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.

17. 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.

18. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

20. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

21. 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.

22. 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.

23. 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.

24. 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.

25. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

26. 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.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

LEONE & KEEBLE, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to PW ITB 6557-26
Payment Bond
Performance Bond

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **LEONE & KEEBLE, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS ($4,370,546.00)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2.** 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 _____.

LEONE & KEEBLE, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **LEONE & KEEBLE, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION THREE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS ($4,370,546.00),** plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WATER DEPARTMENT MAIN OFFICE RENOVATION – PHASE 2**. 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 _____

LEONE & KEEBLE, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE - PURCHASING
915 N Nelson St.
Spokane, Washington 99202
(509) 625-6527

PW INVITATION TO BID

PW ITB NUMBER: 6557-26 **TITLE:** Water Department Main Office Renovation - Phase 2 **BID COORDINATOR:** Katie Archer, City of Spokane Purchasing Department **MANDATORY PRE-BID MEETING:** THURSDAY, 05/21/2026 08:30 AM Spokane Water Department 914 E North Foothills Dr, Spokane, WA 99207 **QUESTION DEADLINE:** 05/26/2026 TIME: 5:00 PM	**PROPOSAL DUE DATE:** 06/15/2026 **TIME:** 1:00PM **BID SUBMITTAL:** All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.

Katie Archer

Katie Archer
Procurement Specialist
Purchasing & Contracts

BID SUBMITTED BY:

COMPANY Leone & Keeble, Inc.

MAILING ADDRESS 108 W. Boone Avenue
Spokane,WA 99201

PHYSICAL ADDRESS 108 W. Boone Avenue
Spokane, WA 99201

PHONE NUMBER 509 327 - 4451

E-MAIL ADDRESS jkeeble@leone-keeble.com

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6557-26 Water Department Main Office Renovation – Phase 2

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

TOTAL BASE BID PRICE $ 4,006,000

APPRENTICE UTILIZATION COST $ 0.00

SALES TAX $ 364,546

TOTAL BASE BID, PLUS APPRENTICE UTILIZATION COST, PLUS SALES TAX $ 4,370,546

ALTERNATES.
BID ALTERNATE #1 - Removal of metal coping at the North & South parapet of the Existing meter Shop. Removal of existing stone caps, design and fabrication of precast caps to match existing shape and size of existing stone caps. Final installation of new precast caps. The existing stone caps are presumed to be significantly deteriorated, however, at contractors option, they may be reconditioned to like new condition and remain installed. Alternate 1 includes up to 40 stone caps.

$ 39,000

BID ALTERNATE #2 - Masonry Restoration including rebuilding (assume for approximately 5% of existing brick requiring rebuilding work) and repointing (Bid Estimate for approximately 15% of existing brick requiring repointing work). Cleaning Detergent: Brush clean masonry surfaces at all existing masonry locations with cleaning agent in accordance with the manufacturer's instructions.

$ 144,000

UNIT COSTS FOR ADDITIONAL WORK (IF NEEDED).

1. Unit cost for Additional (IF NEEDED) Stone Caps above the 40 qty included in alternate #1
   Per Stone Cap $ 850.00

2. Unit Cost for Additional (IF NEEDED) Concrete Demolition, Hauling, and Disposal
   Per Cubic Yard $ 58.00

3. Unit Cost for Additional (IF NEEDED) Site Excavation, Hauling, and Disposal Per Cubic Yard $ 70.00

4. Unit Cost for Additional (IF NEEDED) Site Backfill Material, Transport, and Placement Per Cubic Yard $ 82.00

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1, 2, 3 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by December 31, 2027.
The notice to proceed date is anticipated to be the week of October 15, 2026.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. LEONEKI085LW
(Must be in effect at time of bid submittal)

U.B.I. Number 601 390 891

Washington Employment Security Department Number 000 746590 003

Washington Excise Tax Registration Number 601 390 891

City of Spokane Business License Number T12011902BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Leone & Keeble, Inc.

Jeramie P. Keeble
Signature of Bidder's Authorized Representative

President
Title

108 W. Boone Avenue, Spokane, WA 99201
Address

509 327 - 4451
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

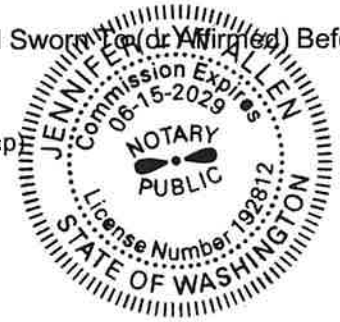
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On June 15, 2026
Date

(Seal Or Stamp)



_____
Signature of Notary Public

My appointment expires 06-15-2029

THIS PAGE INTENTIONALLY LEFT BLANK

License Information:

New search Back to results

Entity name: LEONE & KEEBLE, INC.

Business name: LEONE & KEEBLE, INC.

Entity type: Profit Corporation

UBI #: 601-390-891

Business ID: 001

Location ID: 0001

Location: Active

Location address: 108 W BOONE AVE
SPOKANE WA 99201-2310

Mailing address: 108 W BOONE AVE
SPOKANE WA 99201-2310

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration dat	First issuance
Asotin County General Business - Non-Resident				Active	May-31-2027	Sep-07-2023
Brewster General Business - Non-Resident				Active	May-31-2027	Oct-16-2020
Bridgeport General Business - Non-Resident				Active	May-31-2027	Sep-08-2023
Cheney General Business - Non-Resident	BUS2010-301			Active	May-31-2027	Jan-15-2019
Colville General Business - Non-Resident				Active	Jan-31-2027	Jan-26-2026

Endorsements held at this lo	License #	Count	Details	Status	Expiration dat	First issuance
Connell General Business - Non-Resident				Active	May-31-2027	Apr-08-2024
Deer Park General Business - Non-Resident				Active	May-31-2027	Feb-24-2020
Minor Work Permit				Active	May-31-2027	Jun-24-1998
Moses Lake General Business - Non-Resident	BUS2019-016			Active	May-31-2027	May-09-2019
Pasco General Business - Non-Resident	38673			Active	May-31-2027	Jan-05-2022
Spokane General Business	T12011902BU			Active	May-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	00793			Active	May-31-2027	Feb-05-2004
Union Gap General Business - Non-Resident				Active	Feb-28-2027	Feb-20-2026
West Richland General Business - NR				Active	May-31-2027	Apr-26-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KEEBLE, JERAMIE	

The Business Lookup information is updated nightly. Search date and time: 8/18/2026 12:28:13 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) 9/30/2026 7/7/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1548656 Leone & Keeble, Inc. 108 W Boone Ave Spokane, WA 99201	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company — 23035 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Pacific Insurance Company, Ltd. — 10046 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23725883 **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 X $5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	TB2-Z91-480936-035	9/30/2025	9/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	AS2-Z91-480936-025	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ $0	N	N	TH7-Z91-480936-065	9/30/2025	9/30/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	EL2-Z91-480936-015	9/30/2025	9/30/2026	PER STATUTE X 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
A C C	Installation Floater Contractors Poll Prof Liab	N	N	YM2-Z91-480936-055 52 CPI HA0280 52 CPI HA0280	9/30/2025 9/30/2025 9/30/2025	9/30/2026 9/30/2026 9/30/2026	$2M Limit; $5K Ded $2M Limit; $25K SIR $2M Limit; $25K SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are included as Additional Insured as respects General Liability if required by written contract.

CERTIFICATE HOLDER

23725883
CITY OF SPOKANE WATER DEPARTMENT
914 EAST NORTH FOOTHILLS DR
Spokane WA 99207

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number TB2-Z91-480936-035
Issued by Liberty Mutual Fire Insurance Companyy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Construction Project(s) or Designated Location(s): Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.		
Total Aggregate Limit for all Projects and Locations:	$	15,000,000

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 or a single designated "location":

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

2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - 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 General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".

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 General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

© 2014 Liberty Mutual Insurance

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.

6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.

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 or single designated "location":

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 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 General Aggregate Limit.

D. If the applicable 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. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises
involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

© 2014 Liberty Mutual Insurance

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: TB2-Z91-480936-035

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

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):
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.
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

POLICY NUMBER: TB2-Z91-480936-035

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
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.

 © Insurance Services Office, Inc., 2018

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.

 © Insurance Services Office, Inc., 2018

POLICY NUMBER: TB2-Z91-480936-035 COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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.

 © Insurance Services Office, Inc., 2018

POLICY NUMBER: AS2-Z91-480936-025

COMMERCIAL AUTO
CA 20 48 10 13

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.

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.
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.

 © Insurance Services Office, Inc., 2011

Policy Number: AS2-Z91-480936-025
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Leone & Keeble, Inc.
108 W Boone Ave
Spokane, WA 99201

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary

© 2010, Liberty Mutual Group of Companies. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Policy Number: TB2-Z91-480936-035
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT

CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above
at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

© 2011 Liberty Mutual Group of Companies. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CITY OF SPOKANE WATER DEPARTMENT
914 EAST NORTH FOOTHILLS DR
Spokane WA 99207

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, thus this is your final hard-copy delivery.

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 **23725883**.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

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 and phone number is for automating electronic delivery of certificates only. ***Please do NOT send future certificate requests*** *to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

June 18, 2026

WA UBI No.	601 390 891
L&I Account ID	823,126-00
Legal Business Name	LEONE & KEEBLE INC
Doing Business As	LEONE & KEEBLE INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2026 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	LEONEKI085LW
License Expiration	10/01/2027

What does "Estimated Workers Reported" mean?

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

Industrial Insurance Information

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	7/27/2026		
Clerk's File #	OPR 2026-0737		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE21007000
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	FLEET SERVICES - PURCHASE OF SPRINTER VAN FOR THE WATER DEPARTMENT		

Agenda Wording

Purchase from Mercedes Benz of Spokane (Liberty Lake, WA) of 1 Mercedes Sprinter Van for $76,535.15 including sales tax for the Water Department

Summary (Background)

Water would like to purchase 1 diesel powered Mercedes Sprinter Van to replace a service van that has exceeded its economic lifecycle. Vehicle will be purchased using the Washington State Department of Enterprise Services cooperative contract for $76,535.15 including sales tax.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 76,535.15
Current Year Cost	$ 76,535.15
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using an approved cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 76,535.15	# 4100-42490-94340-56404-11004
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	

From: Burchett, Greg
Sent: Thu, 23 Jul 2026 20:59:10 +0000
To: Hopkins, Leon
Subject: FW: Vehicle Quote - 2026-7-332 - SPOKANE, CITY OF - 23210

Greg Burchett | City of Spokane
Water & Hydroelectric Services | Northside Meter Foreperson
O- 509.625.7846 | gburchett@spokanecity.org

FIND US LIKE US FOLLOW US

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, July 23, 2026 1:10 PM
To: Burchett, Greg <gburchett@spokanecity.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-7-332 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-7-332 Create Purchase Request requests View organization purchase

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

Contract & Dealer Information

Contract #:	28423		
Dealer:	Mercedes Benz Of Spokane (W42721)	Dealer Contact:	Derek Law
		Dealer Phone:	(509) 455-9100

Organization Information

Organization:	SPOKANE, CITY OF - 23210
Email:	gburchett@spokanecity.org
Quote Notes:	
Vehicle Location:	SPOKANE CITY

Color Options & Qty

147 Arctic White - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-04045-0001	2026 M-B Sprinter 2500 Cargo 9050 GVWR RWD 2.0L 4Cyl Standard HP Turbo diesel W/9spd Auto Trans 144 WB (DCAS2S) MSRP $53,263.00 5% Discount	1	$50,599.00	$50,599.00
2026-04045-0003	2026 M-B Sprinter 2500 AWD Cargo 9050 GVWR 2.0L 4-Cyl High HP Turbo diesel W/9spd Auto Trans 144 WB (DCAA2S) $62,933.00 5% Discount	1	$9,187.00	$9,187.00
2026-04045-0013	(VF6) Artico Man-Made Leather Black	1	$69.00	$69.00
2026-04045-0032	(D03) High roof 144WHEELBASE ONLY The High roof includes high sidewalls and higher rear doors, giving an interior height in the load/passengercompartment of approx. 79.5? (2020 mm) (short wheelbase approx. 79.1? (2010 mm)). Compared to the standard roof, this is approx. 11.5? (292) mm higher. This provides increased load space and room for stand up. The door apertures are higher both rear and sliding compartment doors. The maximum load capacity is 330 Ibs (150 kg) evenly distributed over the whole area of the roof.	1	$3,550.00	$3,550.00
2026-04045-0033	(D13) Mounting rails for roof rack Two recessed longitudinal stainless steel C-rails are bolted to theroof. Maximum roof load (including basic carrier bars) 110 Ibs. (50kg) per crossbar. Maximum roof load for the standard roof is 660Ibs (300 kg) (six crossbars) and 330 Ibs (150 kg) for the high roof (code D03) (three cross bars).	1	$341.00	$341.00
2026-04045-0034	(D50) Cargo partition must have T77; not with D51/SR8/SR9/T74 The Full-Length Partition D50 located on the B-pillar is designed as one-piece for normal height roof and two-pieces for high roof versions. These two options now have a 0.59? (15 mm) deeper contouring at back rest height. This allows for the front seats to be better adjusted to the driver?s and co-driver?s comfort.	1	$327.00	$327.00
2026-04045-0053	(ES5) Charging package, dashboard The charging package expands the charging facilities in the cockpit by two 5 V USB-C ports and one 12 V power socket. One of the USB ports as well as the 12 V socket are located in the center storage recess of the instrument panel. Another USB port is located in the lower part of the center console. This allows for charging of electric devices such as mobile phone within the driver?s and codriver?s reach.	1	$93.00	$93.00
2026-04045-0084	(JA7)Blind Spot Assist Must have F64 on 2500 and 3500; must have F68 on 3500XD and 4500 The Blind Spot Assist monitors the rear and side areas of the vehicle using two short-range radar sensors located in the rear bumper. The detection range covers an area of 137 in (3.5 m) to both sides of the vehicle and 118 in (3 m) to the rear starting at the B-pillar. If a vehicle is detected in the blind spot, a red triangle appears in the corresponding side mirror. Should the driver activate the indicator to change lanes despite this optical warning, the red triangle will start to blink and an acoustic signal will sound. In addition,	1	$511.00	$511.00

	this assistance system can be activated or deactivated manually via the menu on the on-board computer or the multimedia system.			
2026-04045-0086	(JB6) Parking Package with 360 degree camera Replaces FR3+FR8; MUST HAVE C02; only available on 2500 and 3500; not with W75/W76/JB7 In addition to twelve distance sensors the 360? camera system has four digital cameras. One camera behind the radiator trim, one in each side mirror housings and one on the rear roof. The parking system uses picture data to generate various views of the vehicle?s surroundings which are shown in real time in the multimedia display. The views can be generated either from one camera or from four cameras. Depending on the view, dy-namic guide lines are displayed to assist the driver. They indicate the path which the vehicle would follow with the current steering wheel angle. The yellow guide lines are auto-matically adapted as the steering wheel angle changes. The outer guide lines symbolize the vehicle width including the outside mirrors.	1	$879.00	$879.00
2026-04045-0106	(Q24) Trailer Hitch, 5,000 lbs. Available on 2500 and 3500/3500XD/4500 170EXT; not with W73/QA2 The trailer cross-member code Q24 has a towing capacity of 5.000 lbs. (2.268 kg) and a maximum trailer load of 500 lbs. (227 kg). A trailer plug socket 7-poles and a trailer connection unit (AAG) which also supports the LED lights on a trailer is included with the code E40. A permanent power supply is on the trailer socket pin 4 and allows to connect accessories up to a maximum of 240 W. Do not use the power supply to charge the trailer battery. Charging the trailer battery using the power supply of the trailer can damage the battery.	1	$166.00	$166.00
2026-04045-0107	(QA9) Half-sided step rear (for trailer hitch) Must have QA2/Q24; not with W73/W75/W76 In conjunction with a trailer hitch Q24/QA2 it is possible to order a black painted step (7.48 x 20.47? (190 x 520 mm)) consisting of a tubular steelframe with a welded-on anti-slip tread surface. The step is bolted onto the right-hand side of the trailer coupling and allows an easier entry and exit at the rear.	1	$115.00	$115.00
2026-04045-0110	(R98) Rims painted jet black Not with RL5/RM2 The vehicle is fitted with jet black (MB 9040) painted wheels.	1	$92.00	$92.00
2026-04045-0112	(RF8) Tire Brand Michelin Replaces RD9; not with RF1/RH0/RD9/RH6, needs RM9	1	$0.00	$0.00
2026-04045-0117	(RM9) Specially requested tires Replaces RD9 RM9 must be added when choosing any specific tire brand.	1	$115.00	$115.00
2026-04045-0132	(T77) Assist handle w/Partition Must have D50/D51/D64	1	$37.00	$37.00
2026-04045-0142	(V43) Wood floor with 6 D-rings Replaces V93; not with P93/VL4/VK8/T19 The code V43, Wood flooring, includes a plywood floor installed in the load compartment. The top side of the wooden floor is coated with a grey, hardwearing and non-slip melamine resin film. The wooden floor is fixed by the bolts flush-mounted lashing points. The number of anchoring lugs employed varies according to the length of vehicle.	1	$480.00	$480.00
2026-04045-0148	(VA3) Side wall paneling full hardboard The cargo compartment sidewalls, the sliding door(s) and the rear doors are lined with 0.189? (4.8 mm) thick gray polypropylene (PP) Con-Pearl plastic panels. The trim extends as far as the roof frame. The plastic panels are food-safe, moisture-resistant, washable, abrasion-resistant and recyclable.	1	$504.00	$504.00

2026-04045-0177	(C00) Comfort Package LC4 Comfort overhead control panel, SE4 Lumbar support, co-driver's seat, SE5 Lumbar support, driver's seat, SK0 Comfort head restraint, driver, SK1 Comfort head restraint, co-driver Must have C0S OR X68; CA/CC only: not with S23	1	$358.00	$358.00
2026-04045-0178	(C0S) Comfort Package (Seat addition) Package SB1 Comfort Driver's seat SB2 Confort Passenger seat MUST Have C00	1	$434.00	$434.00
2026-04045-0181	(C01) Driver Convenience Package E46 12 V power outlet, driver seat base FJ5 Hinged Lid for Storage Compartments left and right F64 12 V power outlet, driver seat base FJI Hinged lid for storage compartment FZ9 Keys, two additional masters JW8 Attention Assist	1	$457.00	$457.00
2026-04045-0183	(MBUX) Package XM4 Acoustic package E7B Pre-Installation Navigation E7M MBUX Multimediasystem with 10.25" Touchscreen H1I Front-to-rear outlet in instrument panel E4S Smartphone Integration Package Must have FJ1 and FR8	1	$1,645.00	$1,645.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	$69,959.00
9.4 % Sales Tax:	$6,576.15
Quote Total:	$76,535.15

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

Business License Exemption Request Form

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

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

Select the exemption(s) that apply:

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

CERTIFICATION OF BUSINESS ACTIVITIES

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

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

For Internal Use only: Approved: ☑ Rejected ☐

If rejected provide reason:

Reviewed By: _____ Date: 10/27/25

Rev May 2025

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	7/27/2026
Clerk's File #	OPR 2026-0738
Cross Ref #	
Project #	
Bid #	
Requisition #	RE464478

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 5096257706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	FLEET SERVICES - PURCHASE OF FORD F450 FUEL TRUCK FOR THE WATER

Agenda Wording

Purchase from National Auto Fleet Group, (Watsonville, CA) of 1 2027 Ford F450 Chassis equipped with Fuel Truck Body for $124,399.30 including sales tax for the Water Department.

Summary (Background)

Water is replacing an older fuel truck that has exceeded its economic lifecycle with a 2027 Ford F450 diesel powered chassis equipped with a new Fuel Service body supplied by Titan Truck, (Spokane, WA). Total cost including sales tax is $124,399.30. Vehicle will be purchased using Sourcewell contract 081325-NAF.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 124,399.30
Current Year Cost	$ 124,399.30
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using an approved Sourcewell cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 124,399.30	# 4100-42490-94340-56401-11084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/14/2026

Government Quote ID: **35631**

Order Cut Off Date: **TBA**

Mr Leon Hopkins
City of Spokane

914 E. North Foothills Dr

Spokane, Washington, 99207

Dear Leon Hopkins,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2027 Ford Super Duty F-450 DRW (X4H) XLT 4WD SuperCab 168" WB 60" CA XLT, Titan Truck Equipment Installed Knapheide Upfit Package) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$80,280.00	$77,208.08	3.827 %	$3,071.92
Titan Truck Equipment Installed Knapheide Upfit Package		$35,899.14		
Tax (9.4000 %)		$10,632.08		
Tire fee		$0.00		
Transportation		$660.00		
Total		$124,399.30		

- per the attached specifications. Progress invoice for chassis only on delivery to installer.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET Ford NISSAN TOYOTA GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040

TITAN TRUCK EQUIPMENT

Quote # TM-261407-3

Quote valid for 30 days

Quote Date: 7/14/2026

Quote Provided by:
TREY MELENDREZ
Sales
Phone: 1-509-444-1835 Ext.1124
Email: TREYMEL@TITANTRUCK.COM

Customer Information	***Vehicle Information***	***Special Instructions***
City of Spokane 914 E North Foothills Dr Spokane, WA 99207 Contact Name: Leon Hopkins End User: City of Spokane	2026 Ford F450 DRW, 60, GVW VIN # TBD Condition: SuperCab Diesel 4x4	

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	*Itemized Total*
1	**Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation**		$ -	$ -		$ -	$ -	$ -
1	Knapheide Value-Master X - Steel Floor - Steel Platform Bodies 112.63 Length, 95.75" Width, Smooth Steel Floor, Painted Black	KNPPVMXS-95	4,036.20	4,036.20	8.00	1,032.00	500.00	$ *5,568.20*
1	Knapheide Material Rack for 9' PVMX Platforms - Loose	KNP34699779	4,757.14	4,757.14	5.00	645.00	250.00	$ *5,652.14*
1	Knapheide Class V Receiver 21,000 lb Hitch/ICC Bumper for 2017 & Newer Ford Super Duty - Loose	KNP33931779	935.34	935.34	2.00	258.00		$ *1,193.34*
1	Knapheide Mounting Kit for 9'-12' Platforms with Standard 5" Structural Long Sills & 1.5" Cushion Strips on 2017 & Later Ford 60"/84" CA - Loose	KNP32492370	342.66	342.66	1.00	129.00		$ *471.66*
1	Tommy Gate Two-piece Steel Treadplate w/ 30" base2 and 30" foldout + 13" tapered, aluminum retention ramp 2,500Lb Capacity w/ Aluminum Retention Ramp, Self Close System, Low-Profile Toggle Cotrol, Steel Rollers, Rubber Platform Bumpers, Saftey Trip Bar, Recessed LED Light Kit	TOM89-25 BF TP60	11,134.29	11,134.29	10.00	1,290.00	750.00	$ *13,174.29*
1	Weather Guard Transfer Tank Rectangle 100 Gal -Black	KNK358-5-02	1,471.45	1,471.45	2.00	258.00		$ *1,729.45*
1	Fill Rite 12V DC Fuel Transfer 15GPM Pump	FILFR1210H	571.42	571.42	2.00	258.00		$ *829.42*
8	Buyers HD Swivel D-Rings (4 Per Side of Platform Spaced Equally)	BUYB901	23.93	191.45	4.00	516.00		$ *707.45*
1	Fillrite 3/4" Automatic Diesel Spout Nozzle (Green)	FILSDN075GAN	105.71	105.71		-		$ *105.71*
1	Coxreels Fuel Series 3/4ID Hose 50' Retractable Hose Reel	COXTEZ-TSHF-550	1,714.29	1,714.29	2.00	258.00		$ *1,972.29*
1	Galvinized Anti-Sail Brackets	BUY405BZ	26.62	26.62		-		$ *26.62*
1	Mudflap Bracket - Pair	NTSMFB1	74.68	74.68		-		$ *74.68*
2	Mudflaps	MUDFLAPS	34.29	68.57		-		$ *68.57*
1	7-Way RV Style Blade Connector Socket	CURT58150	7.79	7.79		-		$ *7.79*
1	Relocation of OEM Camera	LABOR	-	-	2.00	258.00		$ *258.00*
1	**CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT**		-	-		-		$ -
1	SUPPLY		795.99	795.99		-		$ *795.99*
		Subtotals	$ 26,031.79	$ 26,233.59	38.00	$ 4,902.00	$ 1,500.00	$ *32,635.59*

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED. **CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.**	rate per hr $ 129.00	**Quote Total** ***$ 32,635.59***

Vehicle Configuration Options

ENGINE	
Code	**Description**
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 350 Amp Dual Alternators, 190 Amp + 160 Amp, 4.10 Axle Ratio
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
WHEELS	
Code	**Description**
64Z	Wheels: 19.5" x 6" Argent Painted Steel, (STD)
TIRES	
Code	**Description**
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X4L	Limited Slip w/4.30 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	**Description**
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer

18B	Platform Running Boards
153	Front License Plate Bracket
59H	Center High-Mounted Stop Lamp (CHMSL)
91S	Amber 360-Degree Dual Beacon LED Warning Strobes
166	Carpet Delete, -inc: Replaced w/black flooring
16T	All-Weather Floor Mats w/o Carpet
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
OPTION PACKAGE	
Code	**Description**
653A	Order Code 653A

2027 Fleet/Non-Retail Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA XLT

WINDOW STICKER

2027 Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA
XLT

CODE	MODEL	MSRP
X4H	2027 Ford Super Duty F-450 DRW XLT 4WD SuperCab 168" WB 60" CA XLT	$63,560.00
	OPTIONS	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 350 Amp Dual Alternators, 190 Amp + 160 Amp, 4.10 Axle Ratio	$10,995.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel, (STD)	$0.00
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	$215.00
Z1	Oxford White	$0.00
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	$0.00
X4L	Limited Slip w/4.30 Axle Ratio	$0.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	$215.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	$285.00
18B	Platform Running Boards	$445.00
153	Front License Plate Bracket	$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	$100.00
91S	Amber 360-Degree Dual Beacon LED Warning Strobes	$695.00
166	Carpet Delete, -inc: Replaced w/black flooring	$0.00
16T	All-Weather Floor Mats w/o Carpet	$180.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	$515.00
76C	Exterior Backup Alarm (Pre-Installed)	$280.00
653A	Order Code 653A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$77,485.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,795.00
TOTAL PRICE	**$80,280.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 35631

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision (STD)
4.88 Axle Ratio (STD)

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
Tires: 225/70Rx19.5G BSW A/P (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
250 Amp Alternator
Trailer Wiring Harness
Towing Equipment -inc: Brake Controller and Trailer Sway Control
9120# Maximum Payload
GVWR: 16,500 lb Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Upfitter Switches
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Front Splash Guards
Chrome Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Front Fog Lamps
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Aux Audio Input Jack
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers and auxiliary audio input jack
Fixed Antenna
6 Speakers
SYNC 4 w/8" Center Display -inc: wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist
Wireless Phone Connectivity
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box

Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Cloth 40/20/40 Split Bench Seat -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Overhead Console w/Storage, 3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Smart Device Remote Engine Start
Ford Security Package Tracker System
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins and Locking 1st Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Seats w/Cloth Back Material
2 Seatback Storage Pockets
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
Air Filtration
3 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability

Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: 72 HOUR LLC

Business name: NATIONAL AUTO FLEET GROUP

Entity type: Limited Liability Company

UBI #: 604-928-040

Business ID: 001

Location ID: 0001

Location: Active

Location address:
490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Mailing address:
490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COOPER, JESSE	

Registered Trade Names

Registered trade names	Status	First issued
NATIONAL AUTO FLEET GROUP	Active	Jun-22-2022

The Business Lookup information is updated nightly. Search date and time: 7/27/2026 2:48:50 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	7/28/2026		
Clerk's File #	OPR 2026-0739		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE21010000/210
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF 2 FORD F750 SERVICE TRUCKS FOR WATER		

Agenda Wording

Purchase from National Auto Fleet Group (Watsonville, CA) of (2) 2027 Ford F750 chassis equipped with Knapheide Service Bodies for $413,694.26 not including sales tax for the Water Department.

Summary (Background)

Water would like to replace 2 older service trucks that have exceeded their economic lifecycle with 2 diesel powered Ford F750 chassis upfitted with Knapheide service bodies installed by Titan Truck Equipment (Spokane, WA). Vehicles will be purchased from NAFG using Sourcewell contract 032824-NAF. Total price for both not including sales tax is $413,694.26.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects lifecycle cost data for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 413,694.26
Current Year Cost	$ 413,694.26
Subsequent Year(s) Cost	$ 0

Narrative

Vehicles will be purchased using an approved Sourcewell contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 413,694.26	# 4100-42490-94340-56401-11084
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	fleetservicesaccounting@spokanecity.org
kyoung@spokanecity.org	

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/23/2026

Government Quote ID#1126GP (R1)

Mr. Eric Walsh

City of Spokane Weldshop
914 E. North Foothills Drive
Spokane, WA 99207

Dear Eric Walsh,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2027 F-750 Diesel SuperCab Base (X7D), TITAN Quote # TM-260405-1, Knapheide Line Body 133.25"x98" w/ Canopy Roof**) and delivered to your specified location, each for:

	Contract Price
Chassis and Option	$ 86,060.00
Titan Quote	$ 120,787.13
Tax (0.00%)	$ 0.00
Total	$ 206,847.13

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
HD@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

Sourcewell Awarded Contract

Contract 032824-NAF

CHEVROLET Ford RAM Jeep DODGE

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040

Quote # TM-260405-1

Quote valid for 30 days

Quote Date: 7/23/2026

Quote Provided by:
TREY MELENDREZ
Sales
Phone: 1-509-444-1835 Ext.1124
Email: TREYMEL@TITANTRUCK.COM

Customer Information

City of Spokane Weldshop
914 E North Foothills Dr Spokane, WA 99207
Contact Name: Eric Walsh
End User: SAME

Vehicle Information

2026 Ford F750
DRW, 84, GVW
VIN # TBD
Condition: Regular Cab 6.7L Diesel

Special Instructions

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	*Itemized Total*
1	**Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation**							
1	Knapheide Line Body 133.25"x98" w/ Canopy Roof	KNPC2080-26						
1	Vanair USDM 185CFM / 100PSI w/ Failsafe Dual Sensor Redundancy System & Xero Air Seperation Tank	VANAIRUDAC3F2WD						
1	Vanair Muncie PTO	VANAIR6160202P						
1	Vanair Driveline 1310 2PC F650/750	VANAIR033070						
1	Vanair Ext Display Harness	VANAIR280305-120						
1	Ecco Class I LED Saftey Director 48.9" Mounted Above Rear Doors	ECCOED3355A						
6	Ecco LED Surface Mount Strobes Mounted Above Each Whelen Work Light	ECCO3811A						
6	Whelen 900 Series White Scene Lighting Mounted High on Body at Top Corners of Each Side & Rear of Body	WHELEN9SC0ENZR						
1	Cox Reel Hose Reel for 1/2" Airline Installed S.S. w/ Hose Guide Out Back of Compartment Plumbed into Van Air Compressor System	COXTSH-N-475						
1	Cox Reel Hose Reel for 3/4" Airline Installed S.S. w/ Hose Guide Out Back of Compartment Plumbed into Van Air Compressor System	COXTSH-N-550						
1	Mudflaps	MUDFLAPS						
1	OEM Ford Harness 7-Way	CURT56443						
10		MAXXMLS-4569-A						
1	Misc Hoses and Couplers for PTO Systems	MISHOSES						
1	Delivery & Fuel	DELIVERY						
1	Ford PDI	FORDPDI						
6	Titan Truck Fabricated Angled Light Box Mount	MISLIGHTMOUNT						
1	**CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT**							
1	SUPPLY							
		Subtotals						

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED.

CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.

Prepared by: Jesse Cooper
07/23/2026

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs

Dimensions

- GCWR: 50,000 lbs.
- Rear brake diameter: 15.0"
- Vehicle body length: 267.0"
- Vehicle body height: 94.8"
- Turning radius (to curb): 24.5'
- Rear track: 72.6"
- Rear tire outside width: 96.0"
- Frame section modulus: 15.1 cu.in.
- Frame rail depth: 10.3"
- Frame rail thickness: .4"
- Front bumper to front axle: 39.0"
- Headroom second-row: 38.1"
- Leg room second-row: 31.6"
- Shoulder room second-row: 68.1"
- Hip room second-row: 67.3"
- Front brake diameter: 15.0"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- Wheelbase: 179.0"
- Front track: 83.8"
- Cab to axle: 84.0"
- Axle to end of frame: 49.0"
- Frame yield strength (psi): 80000.0
- Frame rail width: 3.1"
- Frame rail section: 9.5"
- Headroom first-row: 40.7"
- Leg room first-row: 41.4"
- Shoulder room first-row: 68.0"
- Hip room first-row: 67.6"

Powertrain

- Compression ignition system
- 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP
- Engine cylinders: V-8
- Horsepower: 270 HP@2400 RPM
- Torque: 800 lb.-ft.@1500 RPM
- Radiator
- Engine retarder system
- Auxiliary power take-off
- Fuel/water separator
- RNDM shift indicator
- 75 mph speed limiter
- 10-speed automatic
- Rear-wheel drive
- Recommended fuel: diesel
- Low-speed ABS traction control
- Standard rear differential

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill Start Assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

- 2-wheel steering system

Body Exterior

- Side assist steps
- Monotone paint
- Black door handles
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- *** Video-feed rearview mirror**
- Black door mirrors
- Reverse opening right rear passenger door
- 22.5 x 8.25-inch front and dual rear wheels
- Steel front wheels
- Steel rear wheels
- 4 doors
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Convex spotter in driver and passenger side door mirrors
- Trailer style side mirrors
- Reverse opening left rear passenger door
- English measure truck 279/82R22.5 AS BSW front and rear tires
- White front wheels
- White rear wheels
- Disc rear wheel

Convenience

- *** Power door locks with 2 stage unlocking**
- *** Auto-locking doors**
- *** Power first-row windows**
- Driver foot rest
- Front beverage holders
- 2 beverage holders
- Instrument panel bin
- Trip computer
- Dual electric horn
- *** Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Standard glove box
- *** Driver and passenger door bins**
- Dashboard storage
- Upfitter switches
- Steering column lever gearshift location

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Front passenger seat armrest
- Folding driver seat back
- 4 driver seats way-direction
- Driver seat armrest
- Bucket driver seat
- Low driver seat back
- Manual fore/aft

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

- Bucket passenger seat
- Low passenger seat back
- Manual fore/aft
- Split-bench rear seat
- Fixed passenger seat back
- 2 passenger seats way-direction
- Fixed rear seats
- Vinyl front seat upholstery

Entertainment Features

- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 2
- Wireless audio streaming
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- Digital clock
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Diesel exhaust fluid (def) gauge
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Illuminated entry**
- Daytime running lights
- Delay interior courtesy lights
- Trip odometer
- Driver information center
- Oil pressure gauge
- Oil temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Speed sensitive wipers
- Variable instrument panel light
- Cab clearance lights

Technology and Telematics

- Handsfree wireless device connectivity
- 1 USB port

Safety and Security

- Front height adjustable seatbelts
- * **Remote panic alarm**
- Electronic stability control system
- Vehicle tracker
- * **Rear mounted camera**
- * **Back-up alarm**

Dimensions

General Weights

* **Curb weight**	**10,542 lbs.**	Rear curb weight	3,930 lbs.
Front GAWR	10000 lbs.	Rear GAWR	21000 lbs.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

GVWR	31000 lbs.	GCWR	50000 lbs.

Trailering Weights

GCWR	50,000 lbs.		

Weights

Maximum GVWR	37,000 lbs.	Max RBM (in.-lbs.)	1,275,200 max RBM (in.-lbs.)
Nominal RBM (in.-lbs.)	1,211,200 nominal RBM (in.-lbs.)		

Front Weights

* **Front curb weight**	**6,612 lbs.**	Axle capacity front	10,000 lbs.
Spring rating front	10,000 lbs.	Tire/wheel capacity front	13,220 lbs.

Rear Weights

Axle capacity rear	21,000 lbs.	Spring rating rear	21,000 lbs.
Tire/wheel capacity rear	24,040 lbs.		

Exterior Measurements

Vehicle body length	267.0"	Vehicle body width	96.7"
Vehicle body height	94.8"	Wheelbase	179.0"
Front brake diameter	15.0"	Front frame height loaded	35.2"
Rear brake diameter	15.0"	Front frame height unloaded	36.9"
Rear frame height loaded	36.5"	Rear frame height unloaded	38.0"
Turning radius (to bumper)	26.1'	Width - mirrors folded	90.7"
Width - mirrors extended	121.9"	Front track	83.8"
Rear track	72.6"	Driver distance from axle	54.4"
Turning radius (to curb)	24.5'	Cab to axle	84.0"
Rear tire outside width	96.0"	Axle to end of frame	49.0"
Frame section modulus	15.1 cu.in.	Frame yield strength (psi)	80000.0
Frame rail depth	10.3"	Frame rail width	3.1"
Frame rail thickness	.4"	Frame rail section	9.5"
Front bumper to front axle	39.0"		

Headroom

Headroom first-row	40.7"	Headroom second-row	38.1"

Legroom

Leg room first-row	41.4"	Leg room second-row	31.6"

Shoulder Room

Shoulder room first-row	68.0"	Shoulder room second-row	68.1"

Hip Room

Hip room first-row	67.6"	Hip room second-row	67.3"

Powertrain

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Engine

Engine	6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP
Engine cylinders	V-8
Ignition	Compression ignition system
Engine block material	Iron engine block
Valves per cylinder	4
Engine location	Front mounted engine
Engine mounting direction	Longitudinal mounted engine
Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	6.7L
Bore	3.9"
Compression ratio	16.2
cc	405.9 cu.in.
Stroke	4.25"
Governed RPM	3200 RPM

Engine Power

Horsepower	270 HP@2400 RPM
Torque	800 lb.-ft.@1500 RPM

Alternator

Alternator amps	195A
Alternator type	Heavy-duty alternator

Battery

Battery type	Dual lead acid battery
Battery step	Battery step
Battery run down protection	Battery run down protection
Battery rating	1500CCA
Battery location	Battery location forward right

Engine Extras

Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off
Shift indicator	RNDM shift indicator
Fuel/water separator	Fuel/water separator
Engine retarder	Engine retarder system

Transmission

Transmission	10-speed automatic
Speed limiter	75 mph speed limiter
Lock-up transmission	Lock-up transmission
Second gear ratio	2.919
Fourth gear ratio	1.773
Sixth gear ratio	1.277
Seventh gear ratio	1
Ninth gear ratio	0.687
Stall ratio	1.97
Sequential shift control	Sequential shift control
PTO transmission provision	PTO transmission provision
Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission
First gear ratio	4.615
Third gear ratio	2.132
Fifth gear ratio	1.519
Reverse gear ratio	4.695
Eighth gear ratio	0.851
Tenth gear ratio	0.632
Selectable mode transmission	Tow/Haul Mode selectable mode transmission
Transmission oil cooler	Transmission oil cooler

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Drive Type

Drive type ..... Rear-wheel drive

Drivetrain

* **Axle ratio** **5.57**
Axle speed ..... Single axle speed

Exhaust

Tailpipe ..... Aluminized steel single exhaust
Additional muffler type ..... horizontal
Additional muffler location ..... right
Additional tailpipe type ..... horizontal
Additional tailpipe location ..... right

Fuel

Fuel type ..... diesel

Fuel Tank

Front left fuel tank shape ..... rectangular
Front left fuel tank capacity ..... 65.01 US gallons
DEF capacity ..... 8.00 gal.

Drive Feature

Traction control ..... Low-speed ABS traction control
Differential ..... Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions ..... Federal emissions

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers

Driveability

Brakes

Brake type ..... Hydraulic disc brakes
Ventilated brakes ..... Front and rear ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill Start Assist

Front Suspension

Suspension ride type front ..... Rigid axle front suspension
Suspension type front ..... Leaf spring front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Tapered leaf front suspension

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Rear Spring

Springs rear	Multi-leaf rear suspension	Rear springs	Regular grade rear springs
Auxiliary rear spring	Rubber auxiliary rear spring		

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension

Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	22.5"	Front wheels width	8.3"

Rear Wheels

Rear wheels diameter	22.5"	Rear wheels width	8.3"

Front And Rear Wheels

Appearance	none

Front Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Front wheel - RPM	497		

Rear Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Rear wheel - RPM	497		

Body Exterior

Exterior Features

Number of doors	4 doors	Side steps	Side assist steps
Front splash guards	Front splash guards		

Frame

Clean CA frame	Clean CA frame

Body

Body panels	Composite and galvanized steel body panels

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

* **Video rearview mirror** ..... **Video-feed rearview mirror**

Tires

Front tires LT load rating ..... H

Rear tires LT load rating ..... H

Wheels

Front wheel type ..... Disc front wheel

Number of front wheel studs ..... 10 front wheel studs

Dual rear wheels ..... Dual rear wheels

Number of rear wheel studs ..... 10 rear wheel studs

Convenience

Door Locks

* **Door locks** ..... **Power door locks with 2 stage unlocking**
* **Auto door locks** ..... **Auto-locking doors**
* **Keyfob door locks** ..... **Keyfob activated door locks**

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Exterior Mirrors

Folding door mirrors ..... Manual folding door mirrors

Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

* **First-row windows** ..... **Power first-row windows**

Floor Console

Floor console ..... Partial floor console

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Pedals

Driver foot rest ..... Driver foot rest

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

* **Door bins front** ..... **Driver and passenger door bins**

Beverage holders ..... Front beverage holders

Number of beverage holders ..... 2 beverage holders

Glove box ..... Standard glove box

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Instrument panel storage ..... Instrument panel bin
Dashboard storage ..... Dashboard storage

Windows Feature

* **One-touch up window** **Driver and passenger one-touch up windows**
* **One-touch down window** **Driver and passenger one-touch down windows**

Windows Rear Side

Second-row windows ..... Fixed second-row windows

Miscellaneous

Trip computer ..... Trip computer
Gearshift location ..... Steering column lever gearshift location
Upfitter switches ..... Upfitter switches
Horn ..... Dual electric horn

Comfort

Climate Control

Climate control ..... Manual climate control

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Front seat type ..... Bucket driver seat
Front seat type ..... Bucket passenger seat
Driver seat back ..... Folding driver seat back
Driver seat back type ..... Low driver seat back
Driver seats way-direction ..... 4 driver seats way-direction
Driver seat fore/aft ..... Manual fore/aft
Passenger seat back ..... Fixed passenger seat back
Passenger seat back type ..... Low passenger seat back
Passenger seats way-direction ..... 2 passenger seats way-direction
Passenger seat fore/aft ..... Manual fore/aft

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Armrests front driver ..... Driver seat armrest
Armrests front passenger ..... Front passenger seat armrest

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats ..... 60-40 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position ..... Fold-up rear seat cushion

Front Seat Trim

Front seat upholstery ..... Vinyl front seat upholstery
Front seatback upholstery ..... Carpet front seatback upholstery

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack ..... Auxiliary input jack
External memory ..... External memory control
Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers
Speakers number 2

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
Wireless streaming ..... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display ..... Analog instrumentation display

Instrumentation Displays

Driver information center ..... Driver information center
Clock ..... Digital clock

Instrumentation Gauges

Tachometer ..... Tachometer
Oil pressure gauge ..... Oil pressure gauge
Oil temperature gauge ..... Oil temperature gauge
Transmission temperature gauge ..... Transmission fluid temperature gauge
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Engine hour meter ..... Engine hour meter
DEF fluid gauge ..... Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Oil pressure warning ..... Oil pressure warning
Low fuel warning ..... Low fuel warning

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Low brake fluid warning ..... Low brake fluid warning
Headlights on reminder ..... Headlights on reminder
Door ajar warning ..... Door ajar warning
Transmission fluid temperature warning ..... Transmission fluid temp warning
Battery charge warning ..... Battery charge warning
Key in vehicle warning ..... Key in vehicle warning
Service interval warning ..... Service interval indicator
Low diesel exhaust fluid (DEF) warning ..... Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows ..... Light tinted windows

Headlights

Headlights ..... Halogen headlights
Auto headlights ..... Auto on/off headlight control
Delay off headlights ..... Delay-off headlights
Headlight type ..... Reflector headlights
Multiple headlights ..... Multiple enclosed headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ..... Variable intermittent front windshield wipers
Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

* **Illuminated entry** ..... **Illuminated entry**
Variable panel light ..... Variable instrument panel light

Lights

Running lights ..... Daytime running lights
Clearance lights ..... Cab clearance lights
Interior courtesy lights ..... Delay interior courtesy lights

Technology and Telematics

Connectivity

Handsfree ..... Handsfree wireless device connectivity

USB Ports

USB ports ..... 1 USB port

Safety and Security

Seatbelts

Height adjustable seatbelts ..... Front height adjustable seatbelts

Security System

* **Remote panic alarm** ..... **Remote panic alarm**
Vehicle tracker ..... Vehicle tracker

Cameras

* **Rear camera** ..... **Rear mounted camera**

Traction Control

Electronic stability control ..... Electronic stability control system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Selected Equip & Specs (cont'd)

Parking Sensors

* **Back up alarm** ..... **Back-up alarm**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X7D	Base Vehicle Price (X7D)	$83,170.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM *800 lb.-ft. torque @ 1500 RPM.*	STD
425	50-State Emissions Certification Late availability. *For California registry. Includes clean idle label on vehicle and "Certified For Sale In California" typed on COV.*	N/C
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision *Includes tow/haul.*	STD
Front Wheels & Tires		
643	Wheels, Front 22.5" X 8.25" White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 Rev/Mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5" X 8.25" White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 Rev/Mile)	STD
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control *Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.*	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle (cont'd)

Code	Description	MSRP
Front Axle and Suspension		
43N	10,000 Lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 Lb. Cap *2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.*	STD
Rear Axle and Suspension		
475	21,000 Lb. Single Reduction - Open - Dana / Spicer 21060S *NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.*	STD
68P	Multi-Leaf Springs - 21,000 Lb. Cap *For 19,000 lb. and 21,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.*	STD
X5D	5.57 Axle Ratio	N/C
Wheelbase		
179WB	179" Wheelbase/84" CA/49" AF/267" OAL	STD
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI *1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).* *Includes:* *- GVWR Limit: 37,000 lbs.*	STD
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style *Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.*	STD
Fuel Tanks		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle (cont'd)

Code	Description	MSRP
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 195 Amp	Included
55M	Jump Start Stud - Remote Mounted	$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box *12Volt, Motorcraft.*	STD
17M	Back-Up Alarm - Electric, 102 dBA	$110.00
61A	Embedded Modem Delete This option MUST be added to each order for the duration of the model year. *This will be a forced option on all orders and builds from start of production.*	-$75.00
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD
87B	60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion *Trim will match selected driver seat material.*	STD
Cab Interior		
600A	Preferred Equipment Package 600A *Includes:* *- Bumper, Front - Black, Full Width* *- Wheel Seals, Front - Oil Lubricated, SKF ScotSeal PlusXL Seals* *- Wheel Seals, Rear - Oil Lubricated, SKF ScotSeal PlusXL Seals* *- Manual Regen Initiation - Driver Interface in Message Center* *- Engine Exhaust Brake* *- Extra Heavy Duty Alternator - 12-Volt, 195 Amp* *- Painted Grille - Plastic* *- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights* *- Tow Hooks, Front (2) - Frame-Mounted, Painted Black* *- Four Body Builder Switches - Mounted in Center Instrument Panel* *With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.* *- Floor Covering - Black Vinyl* *- Intelligent Oil Life Monitor* *- Steering Column - Tilt / Telescoping* *- Steering Wheel - Black PVC w/Integral Cruise Control Switches, Includes Audio Controls* *- Body Builder Wiring - At Back of Cab, Combined* *Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.*	N/C
61M	Rear View Camera w/Mirror Display	$690.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Rear view mirror video with full length display included in kit. To be installed by Upfitter.	
90P	Power Equipment Group - (Included in (90A) Appearance Group) *Includes power front side windows, manual rear side windows, power door locks and door trim panel.* *Includes:* *- Remote Keyless Entry*	$580.00
588	Radio: AM/FM Stereo w/2 Speakers, USB Input, Clock Display and Bluetooth	STD
Cab Exterior		
54M	Mirrors, Dual - Heated Rectangular, XL2020 - 96" Width *Integral mirror, sail type, manual fold, solid black finish.*	STD
Ship-Thru		
21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31T) or (31S) or (31Y) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
31F	Ship-Thru - NFS National Fleet Services MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	$0.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Fleet Options		
B4A	Net Invoice Fleet Option	$0.00
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

As Configured Vehicle (cont'd)

Code	Description	MSRP
E_01	Gray	N/C
SUBTOTAL		$84,565.00
Fuel Charge (12)		$0.00
Destination Charge		$2,495.00
TOTAL		$87,060.00

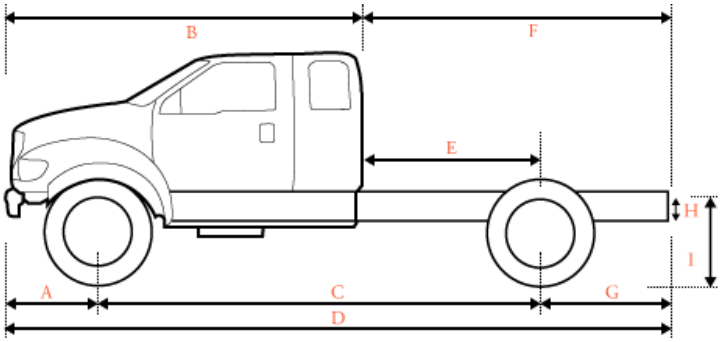
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

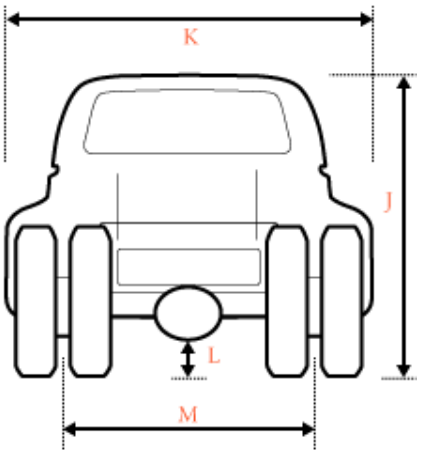
2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

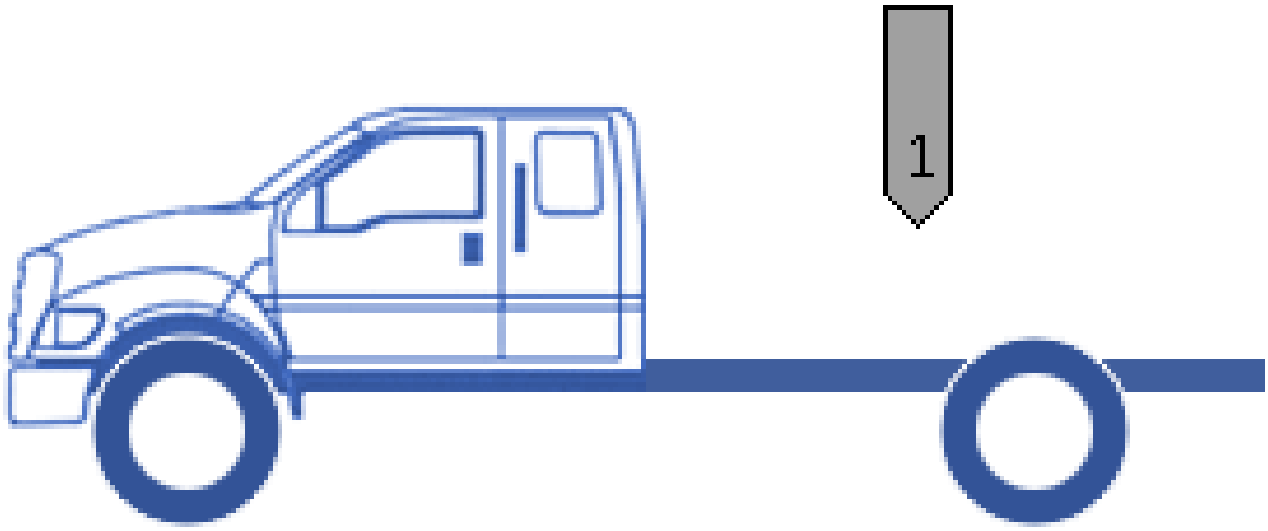
A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	134.00 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	267.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	94.80 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,612 lbs	3,930 lbs	10,542 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	500 lbs	250 lbs	750 lbs
1 Max Payload - (Max Payload)	2,888 lbs	16,820 lbs	19,708 lbs
TOTAL	**10,000 lbs**	**21,000 lbs**	**31,000 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**10,000 lbs**	**21,000 lbs**	**31,000 lbs**
Wheels/Tires	13,220 lbs	24,040 lbs	
Suspension	10,000 lbs	21,000 lbs	
Axle	10,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** *Park Pawl. Shift indicator will display* **RNDM.**

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	30.35 %
Start grade capability in reverse	4.70	15.00 %	30.88 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	5.68 %
Maximum grade in 9th gear	0.69	3.00 %	4.59 %
Maximum grade in 10th gear	0.63	3.00 %	4.22 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	110 mph
To meet your requirement you need a maximum axle ratio of 8.15		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 189 hp		
Cruise Speed	60 mph	79 mph
Engine RPM at desired cruise speed		1,750 rpm

Variables in Use

Start

Rear axle ratio:	5.57	Clutch engagement torque:	400 ft.lbs.
Tire size:	11R22.5 (497 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	31,000 lbs		

Grade

Rear axle ratio:	5.57	Gross Vehicle Weight (GVW):	31,000 lbs
Tire size:	11R22.5 (497 rev/mile)	Peak engine torque:	800 ft.lbs.

Speed

Engine Power:	270 hp @ 2,400 rpm	Worst road surface	Typical Highway
Governed RPM:	3,200 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.62 ft²	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

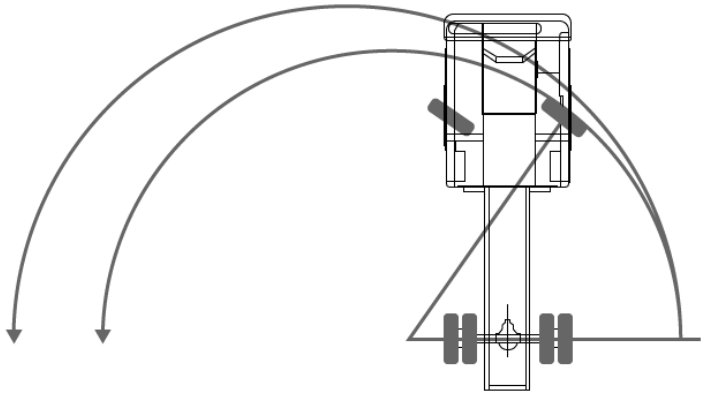
2027 F-750 Diesel SuperCab Base (X7D)

Price Level: 715 | Quote ID: 1126GP

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning radius to curb:	24.51 ft
Turning radius to bumper:	26.12 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: 72 HOUR LLC

Business name: NATIONAL AUTO FLEET GROUP

Entity type: Limited Liability Company

UBI #: 604-928-040

Business ID: 001

Location ID: 0001

Location: Active

Location address:
490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Mailing address:
490 AUTO CENTER DR
WATSONVILLE CA 95076-3726

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COOPER, JESSE	

Registered Trade Names

Registered trade names	Status	First issued
NATIONAL AUTO FLEET GROUP	Active	Jun-22-2022

The Business Lookup information is updated nightly. Search date and time: 7/27/2026 2:48:50 PM

Contact us

How are we doing?
Take our survey!

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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/7/2026		
Clerk's File #	OPR 2026-0740		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 21013
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PURCHASE OF CATCH BASIN TRUCK FOR WASTEWATER MAINTENANCE		

Agenda Wording

Purchase from SWS Equipment, Spokane, WA, of one Sewer Equipment 900 Eco Catch Basin Truck for $606,809.07 including sales tax for the Wastewater Maintenance Department.

Summary (Background)

Wastewater Maintenance would like to replace a catch basin truck that has exceeded its economic lifecycle with a Sewer Equipment 900 Eco Catch Basin 12 Yard Sewer Cleaner body mounted on a 2026 Western Star 47X chassis. Purchase will be made using Sourcewell contract 122017-SCA. Total cost including sales tax is $606,809.07.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

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

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 606,809.07
Current Year Cost	$ 606,809.07
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using an approved cooperative contract following all City competitive purchasing requirements.

Amount		Budget Account
Expense	$ 606,809.07	# 4310-43387-94350-56404-10063
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	fleetservicesaccounting@spokanecity.org
kkeck@spokanecity.org	

SWS Equipment, LLC.

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

QUOTE

Quote To:
City of Spokane - Sewer
Ralph Kirby
rkirby@spokanecity.org
Phone:
Cell: (509) 342-9700

Ship To:
909 East Sprague Avenue
Spokane, WA 99202

Bill To:
909 East Sprague Avenue
Spokane, WA 99202

Quote #:	5015-2
Date:	07/31/2026
Sales Rep:	Phil Davison
FOB:	Destination
Ship Via:	Bestway
Est. Ship Date:	6 to 8 Months
Term:	Net 30

Sourcewell Contract # 122017-SCA
City of Spokane Member # 33592

Qty	Description	Unit Price	Ext. Price
1	Sewer Equipment 900-ECO-CB 12 Yard Truck Mounted Catch Basin Sewer Cleaner.	$ 338,009.00	$ 338,009.00

Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack

Boom:
Hydraulic Powered Dig Deep Boom
Telescoping Reach 17' 2" to 27' 2"
180° Working Radius
Manual Boom Controls
(2) LED Boom Mounted Work Lights

Hose Reel & Hose:
Midship Mount Spring Retractable Reel
3/8" x 75' of hose

Water System:
"Giant Plunger Style Triplex 18 gpm @ 2500 psi
w/ 30 min run dry"

1300 Gallon Capacity Water Tank
"Black Duraprolene™ Water Tank Construction
w/ 10 Year Warranty"

Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display

Debris Tank:
12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"

Qty	Description	Unit Price	Ext. Price
	Hydraulic Open/Close/Lock Door Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: Mounting to Approved Chassis LED D.O.T. Approved Lighting Behind the Cab Toolbox Accessories: (3) 8" x 6' Extension Tube (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps Variable Degree Washdown Gun w/50' Hose Attached 25' Fill Hose (1) Hydrant Wrench Operations, Maintenance, Safety Manuals		
1	Western Star 47X Chassis Cummins 455 HP, 66,000 GVRW	$ 165,538.00	$ 165,538.00
1	UPGRADE WATER PUMP DRAIN VALVES	$ 386.00	$ 386.00
1	Water Tank Low Level Audible Alarm (level set point is fixed at 150 gallons)	$ 679.00	$ 679.00
1	2" WYE-Strainer On Inlet Fill System	$ 708.00	$ 708.00
1	FILL HOSE STORAGE RACK	$ 273.00	$ 273.00
1	Front Bumper Mounted CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)	$ 1,755.00	$ 1,755.00
1	STANDARD HYDROEXCAVATION CLEANING KIT 20GPM @ 2000PSI - Includes 8" x 6' dig tube, 8GPM rotary dig wand, 10GPM linear nozzle (shipped loose), (2) 5' extension wands, and automatic reel w/ 75' of 3/8" hose	$ 8,066.00	$ 8,066.00
1	ADD QTY 2 30"X18"X18" PASSENGER SIDE ALUMINUM TOOLBOXES W/ RETRACTABLE 2 STEP LADDER	$ 2,999.00	$ 2,999.00
1	60in EXPANDED METAL TOOL BASKET MOUNTED D.S FRAME RAIL (not avalable with driver side water tank options or other d.s storage options)	$ 2,348.00	$ 2,348.00
1	QTY (2) LONG HANDLE TOOL STORAGE TUBES W/ RETENTION SPRINGS ALONG RAILS (subject to rear suspension approval)	$ 1,007.00	$ 1,007.00
1	VARIABLE VACUUM CONTROL (Located at midship. Recommended for hydroexcavation operation.)	$ 1,396.00	$ 1,396.00
1	DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable. Tied to vacuum relief and opens vacuum relief valve.)	$ 1,141.00	$ 1,141.00
1	DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)	$ 1,565.00	$ 1,565.00
1	DEBRIS BODY VIBRATOR SYSTEM (12V electric switch near dump controls)	$ 3,804.00	$ 3,804.00
1	MANUAL/ELECTRIC BOOM CONTORL VALVE (Control valves have built in manual boom control levers. Located at midship.)	$ 552.00	$ 552.00
1	WIRELESS REMOTE PENDANT CONTROL (w/ water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)	$ 5,960.00	$ 5,960.00
1	PREMIUM STROBE LIGHT PACKAGE (12 lights total)	$ 4,119.00	$ 4,119.00
1	LED CURBSIDE BODY MOUNTED WORK LIGHT	$ 595.00	$ 595.00

Qty	Description	Unit Price	Ext. Price
1	LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)	$ 1,226.00	$ 1,226.00
1	ENHANCED VISIBILITY CAMERA SYSTEM W/ BLIND SPOT CAMERAS (includes front and rear mounted cameras with split screen monitor in cab)	$ 3,766.00	$ 3,766.00
1	AIR PURGE SYSTEM (powered via chassis air system)	$ 1,803.00	$ 1,803.00
2	SIX 28" D.O.T. SAFETY CONES AND HOLDER	$ 493.00	$ 986.00
1	CENTRAL LUBRICATION SYSTEM	$ 3,705.00	$ 3,705.00
1	Large Whelen Arrow Board installed at factory	$ 6,800.00	$ 6,800.00
1	Sourcewell Discount	$ -15,865.92	$ -15,865.92
1	Additional Remote CONTROL, REMOTE,TRANSMITTER,TRIDENT Part # 62749-00-X (No Charge)	$ 0.00	$ 0.00
1	Fabrication of Decant Tube Inside Debris Body (by SWS)	$ 3,000.00	$ 3,000.00
	Subtotal	$ 545,827.08	$ 546,320.08

Body Pre-Delivery Inspections		$ 1,850.00
Extra Hydraulic Filter - Change at 50 Hours		
Freight		$ 6,500.00
	Subtotal	$ 8,350.00
Sales Tax ($)		$ 52,138.99
	Grand Total	$ 606,809.07

QUOTE VALID FOR 30 DAYS

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

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

Signature: _____ Printed Name: _____ Date: _____

Sewer Equipment 900 Eco Catch Basin Truck



Taking market by storm with Simplicity……

Sewer Equipment 900 Eco Catch Basin Truck



Catch Basin Attachment

- Easy Manhole to Manhole operations
- Quick Clamps on and off in seconds
- 27.5 Foot Boom Reach
- Can be Utilized without Front Hose Reel





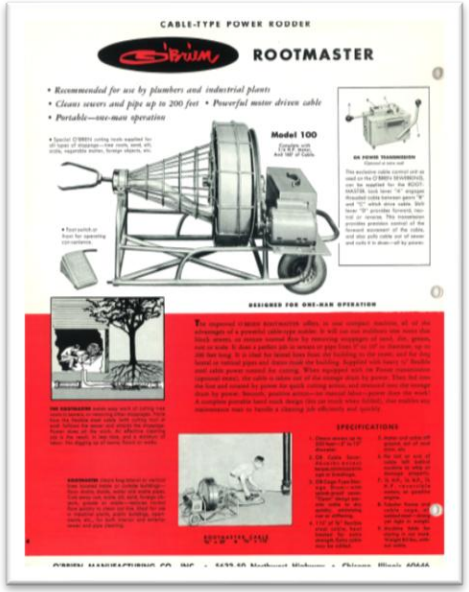
VAC ON THE GO is Standard Equipment On 900 ECO



Best Products.
(Established 1941)

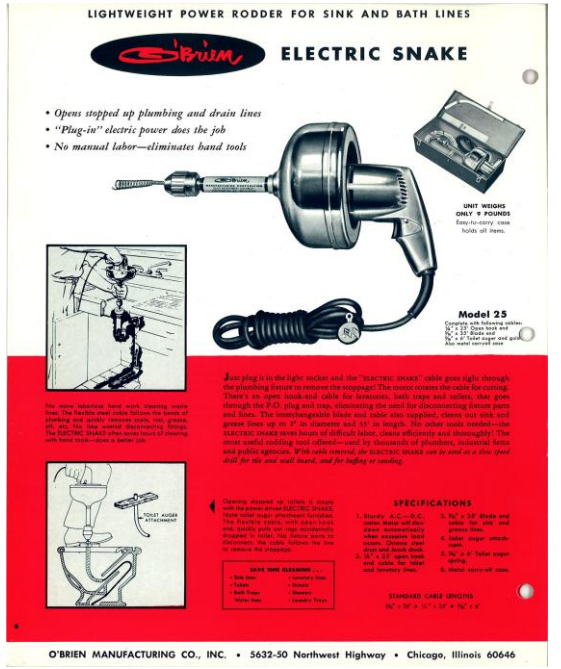


Best Support.
(Established 1990)



Over 70 Years of Sewer Equipment History

- **1941 Invented Sewer Snake**
- **1942 Invented Electric Sewer Snake**
- **1948 Introduced Trailer Mounted Sewer Snake**
- **1960 Introduced Continuous Rodder**
- **1968 Introduced Truck Jet to US Market**
- **1996 Introduced Trailer Hydro Ex**
- **2004 Introduced Truck Hydro Ex**
- **2014 Introduced Sewer Equipment 900 Eco**







Simplicity

= Convenience / ease of use

= Ease of maintenance

= Short training curve

= Longevity – Lack of Obsolescence

= Safety

Does Not Lack Quality or Features

Don't Need a Computer to Run a Log Splitter





SEWER EQUIPMENT

Best Products, Best Local Support

Don't Need a Computer To Run a Vac Truck



(Don't have touch screens that can get scratched over time and are hard to use with gloves)

Why is this Important?

- **Sewer Equipment Trucks Don't "Gitch-out" when computer freezes.**
- **Allows work to be completed day in and day out without having to restart computers.**
- **We don't have communication issues with Chassis computers.**
- **Easier to work on for Mechanics with 12 volt Architecture.**
- **More up time, means more jobs get done…….**



Best Products, Best Local Support

We keep it simple by eliminating Computerized Controls and Transfer Case Engagements…







SEWER EQUIPMENT

All Functions of Truck, Run in Neutral

(Single Engine with No Transfer Case to Engage)

ENGAGEMENT made Simple with the Hydro-Drive

HYDRO DRIVE

US PAT # 9,863,135

Simple: FEPTO & REPTO

Proven

Efficient: 97%

Reliable: No transfer case

Forgiving: soft start/stop

Convenient: Vac-On-The-Go

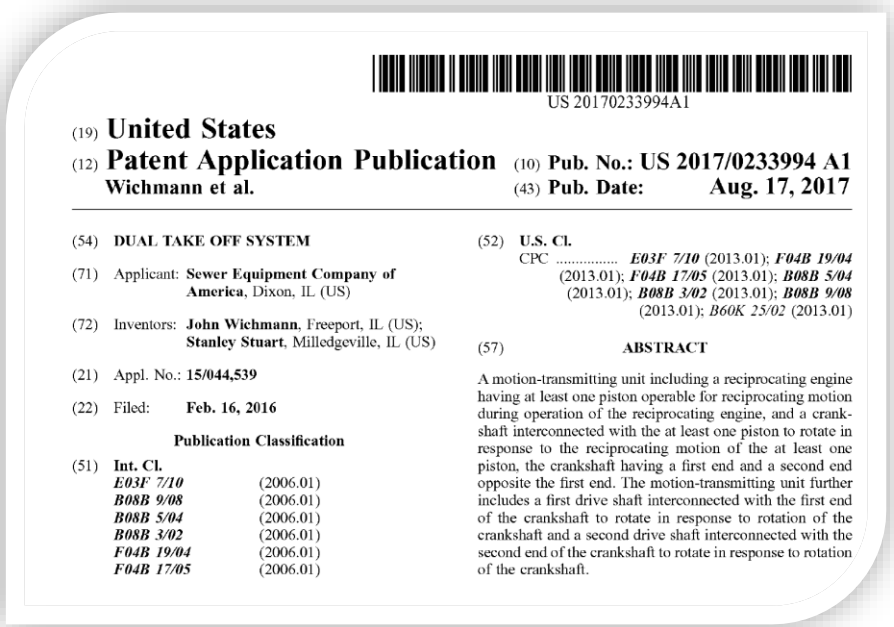
Safe: Truly runs in neutral

SEWER EQUIPMENT

Best Products, Best Local Support

HYDRO DRIVE

US PAT # 9,863,135



US 20170233994A1

(19) **United States**

(12) **Patent Application Publication**

Wichmann et al.

(10) **Pub. No.: US 2017/0233994 A1**

(43) **Pub. Date: Aug. 17, 2017**

(54) **DUAL TAKE OFF SYSTEM**

(71) Applicant: **Sewer Equipment Company of America**, Dixon, IL (US)

(72) Inventors: **John Wichmann**, Freeport, IL (US); **Stanley Stuart**, Milledgeville, IL (US)

(21) Appl. No.: **15/044,539**

(22) Filed: **Feb. 16, 2016**

Publication Classification

(51) **Int. Cl.**

E03F 7/10	(2006.01)
B08B 9/08	(2006.01)
B08B 5/04	(2006.01)
B08B 3/02	(2006.01)
F04B 19/04	(2006.01)
F04B 17/05	(2006.01)

(52) **U.S. Cl.**

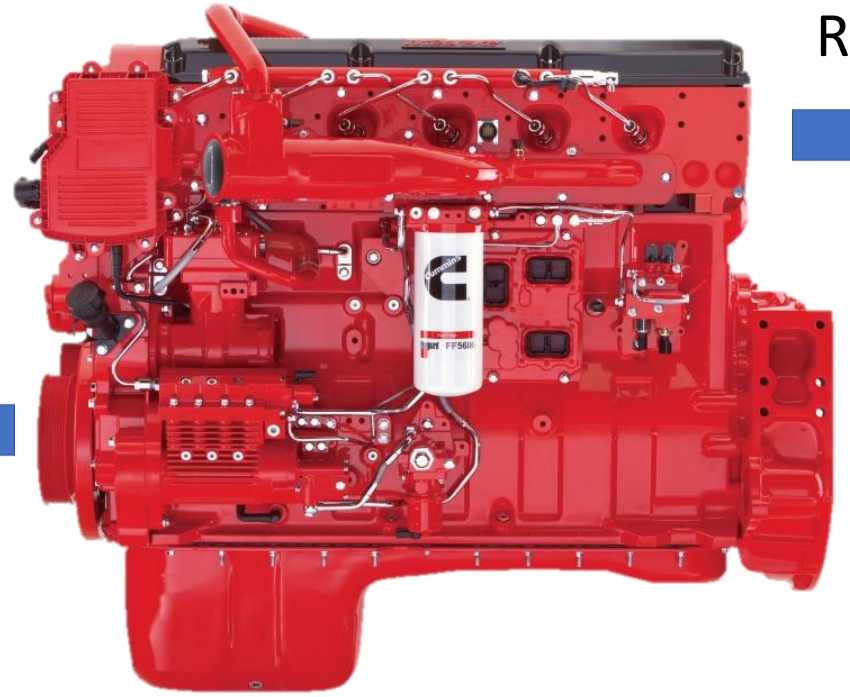
CPC ***E03F 7/10*** (2013.01); ***F04B 19/04*** (2013.01); ***F04B 17/05*** (2013.01); ***B08B 5/04*** (2013.01); ***B08B 3/02*** (2013.01); ***B08B 9/08*** (2013.01); *B60K 25/02* (2013.01)

(57) **ABSTRACT**

A motion-transmitting unit including a reciprocating engine having at least one piston operable for reciprocating motion during operation of the reciprocating engine, and a crankshaft interconnected with the at least one piston to rotate in response to the reciprocating motion of the at least one piston, the crankshaft having a first end and a second end opposite the first end. The motion-transmitting unit further includes a first drive shaft interconnected with the first end of the crankshaft to rotate in response to rotation of the crankshaft and a second drive shaft interconnected with the second end of the crankshaft to rotate in response to rotation of the crankshaft.

REPTO

FEPTO



Truck Runs in Neutral with FEPTO running the Blower and the REPTO running the Water System

12 volt Architecture
No Chassis Integration!
No CANbus!
No Computers!



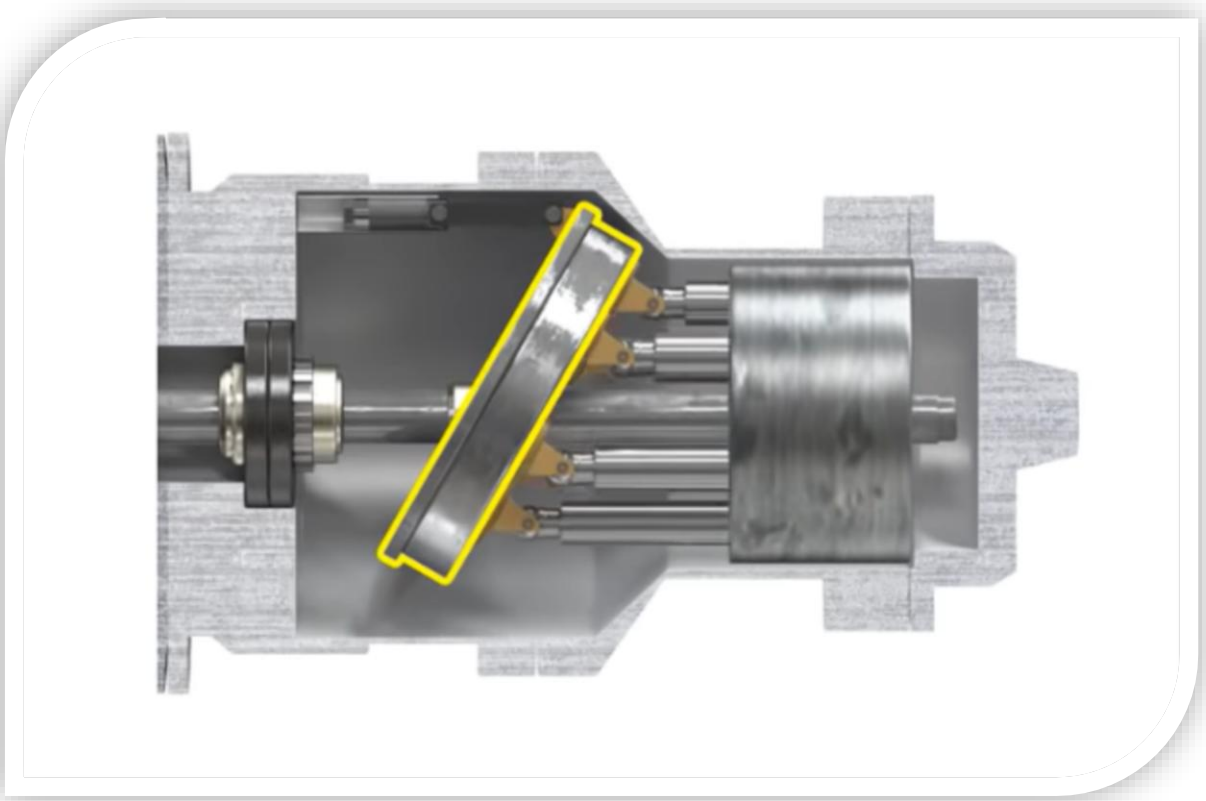
As simple as 1,2,3,4….

1. Work Mode On
2. Blower On
3. Water Pump On
4. 2-Position Throttle

(Operator Friendly…Can be engaged in any order…..)

SEWER EQUIPMENT

HYDRO DRIVE
US PAT # 9,863,135





We make the truck safe & user friendly by utilizing hydraulic Start and Stop of functions with hydraulic Swash plate to so blower and water pump can be turned on and off at any RPM and in any order.

Water pumps

Single Piston without Jack Hammer effect through hydraulic & water accumulators and smooth direction shifting…





Giant Water Pumps with 30 Minute Run Dry Capabilities….

SEWER EQUIPMENT

Best Products, Best Local Support



Only 3 Valves on Catch Basin Truck

1. ~~Hose Reel~~ (Not needed on Catch Basin Truck)
2. Debris Tank Flush Off
3. Hydro Excavation
4. Low Pressure Wash Down

SEWER EQUIPMENT

Best Products, Best Local Support

2 Step Operation with Remote Control

(Water Pump, Blower and Throttle Controlled with Remote)

1) Work mode On



2) Remote On

Duraprolene Water Tanks

- Guaranteed ½” Thickness
- Welded Design
- Fully Baffled
- No Denting
- No Corrosion
- No Leaks!!
- 10 Year Warranty
- Wide Track Suspension for low center of gravity.



SEWER EQUIPMENT

Best Products, Best Local Support

Double Seal Boom (Doesn't Leak) with Heavy Duty Elbow…



Bulk Head Fittings every 10 to 15 feet to simplify hose replacement.



SEWER EQUIPMENT

Best Products, Best Local Support

Central Lubrication Points made with Parker Hydraulic Hose (1 fitting for 1 point).



High Velocity Washout (80 GPM) - Fed with 2 – 1 “ hoses with Nozzles that cover circumference of tank. Get 95% of body clean. **Reduces time spent at clean out.**

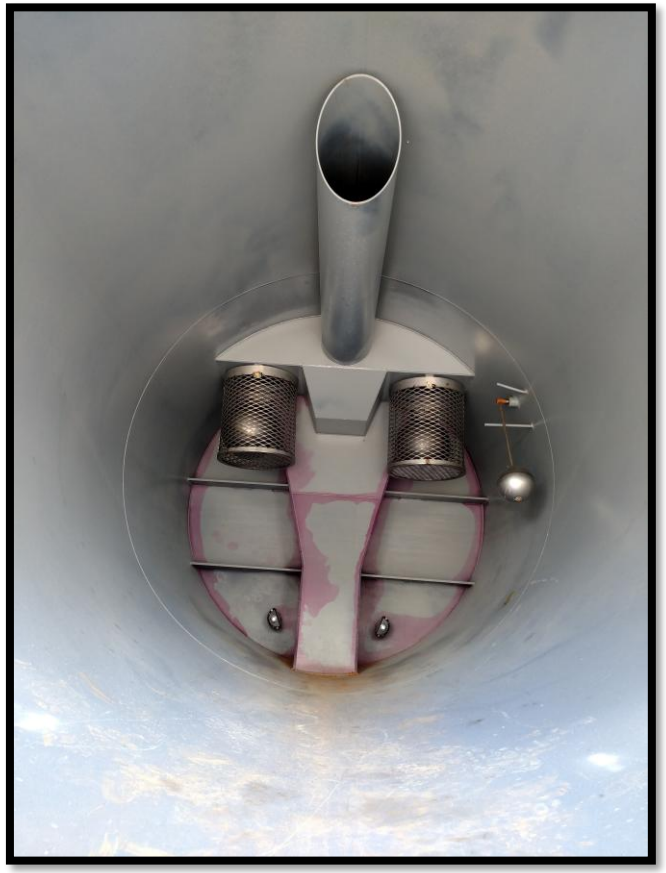


SEWER EQUIPMENT

Best Products, Best Local Support

Best filtration in the Industry –

- Debris Hits Deflector Plate
- Goes thru Twin Cyclones
- Goes thru Twin Filters



Easy to Clean out Debris body - Few edges for debris to get stuck on. High Volume jets get body 95% clean



Large Washable Filters protect Blower – Can Vacuum dry material

Cyclones are located on center of body, don't get filled / blocked when vacuuming on hills….



Wireless remote

(1 mile range)



Remote Functions

- Water On/Off
- Blower On/Off
- Hose Pay-in / Pay-out
- Boom Functions
- Throttle Control
- In cab Charging Station with buzzer alarm

SEWER EQUIPMENT

Best Products, Best Local Support

Abundance of Storage options Available……





Best Products, Best Local Support

A few Sewer Equipment 900 Eco Customers….











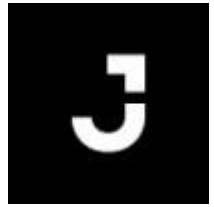




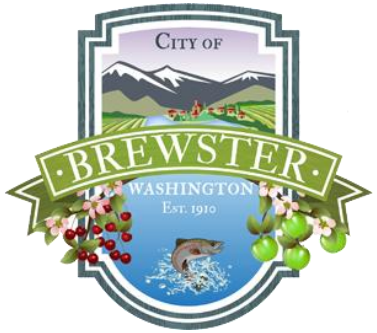


















A few Sewer Equipment 900 Eco Customers….



















E&B Industrial Cleaning









A few more Sewer Equipment Eco 900 Customers….









Colorado Springs Utilities

It's how we're all connected



Town of
BILLERICA
Massachusetts

Elite Pipeline Services
dedicated professionals trusted results
Nuclear - Oil - Gas - Energy - Municipal - Industrial - Gas - Water - Nation Wide

CITY OF Salem
AT YOUR SERVICE

CITY OF
Battle Creek
MICHIGAN

SEC

Old Bridge
MUA
Old Bridge Municipal Utilities Authority

MONTVILLE TOWNSHIP
150
1867-2017

City of Havre
Pride of the Hi-Line
M • O • N • T • A • N • A

A few more Sewer Equipment Eco 900 Customers….



























A few more Sewer Equipment 900 Eco Customers….















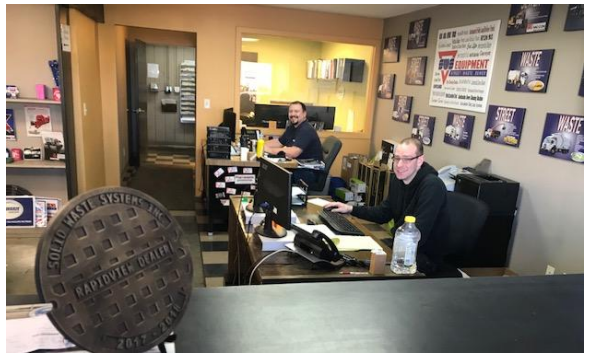






SWS Equipment Service centers are Open for Business!!





- **Our SWS shops and parts departments are busy repairing and delivering parts and equipment to customers.**
- **SWS has new and used trucks in stock.**
- **Our Mobile service trucks are out working.**
- **Please let us know how we can help you.**

Spokane Location
6515 E Nixon Ave
Spokane, WA 99212
509-533-9000

Tacoma Location
13502 Pacific Ave S
Tacoma, WA 9844
800-892-7831

Oregon Location
11225 SW Clay Street
Sherwood, OR 97140
800-892-7831


Thank You!

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: SWS EQUIPMENT LLC

Business name: SOLID WASTE SYSTEMS, INC.

Entity type: Limited Liability Company

UBI #: 601-245-968

Business ID: 001

Location ID: 0001

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 2 of 3

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Apr-30-2027	Apr-28-2022
Motor Vehicle Dealer	03960		View Plates	Active	Apr-30-2027	May-17-1996
Mountlake Terrace General Business - Non-Resident				Active	Apr-30-2027	Mar-11-2020
Olympia General Business - Non-Resident	12539			Active	Apr-30-2027	Jun-19-2001
Port Orchard General Business - Non-Resident				Active	Apr-30-2027	May-04-2010
Port Townsend General Business - Non-Resident	008612			Active	Apr-30-2027	Dec-28-2009
Puyallup General Business - Non-Resident	2009090			Active	Apr-30-2027	Jan-01-1992

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Quincy General Business - Non-Resident	2019-066			Active	Apr-30-2027	Feb-20-2019
Redmond General Business - Non-Resident	RED09-00031			Active	Apr-30-2027	Dec-15-2009
Sedro Woolley General Business - Non-Resident	222007			Active	Apr-30-2027	Feb-07-2007
Shelton General Business - Non-Resident	8002580			Active	Apr-30-2027	Sep-12-2018
Spokane General Business - Non-Resident	T12004607BL			Active	Apr-30-2027	Oct-15-2012
Spokane Valley General Business	00931			Active	Apr-30-2027	Feb-07-2004
Sumner General Business - Non-Resident				Active	Apr-30-2027	Nov-12-2010
Vancouver General Business - Non-Resident				Active	Apr-30-2027	Nov-04-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DOMBROWIK, ANTHONY	
LAWVER, SEAN	

Registered Trade Names

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

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 8/7/2026 9:25:32 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

SWSPARE-01 MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2026

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: James Clegg
Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 789-7438 FAX (A/C, No): E-MAIL ADDRESS: James.Clegg@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Travelers Casualty Co of Connecticut	36170
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SWS Parent LLC / SWS Equipment LLC
PO BOX 13040
Spokane, WA 99213-3040

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		Y-630-1Y092730-PHX-26	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 STOP GAP	$ 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 HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		AD-1Y317204-26-14	7/1/2026	7/1/2027	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 $ 0			CUP-1Y383987-26-14	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE PRODUCTS/COMPL	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1Y094956-26-14-G	7/1/2026	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
B	Dealer			AD-1Y317204-26-14	7/1/2026	7/1/2027	Each Accident	1,000,000

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

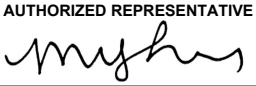
CERTIFICATE HOLDER

City of Spokane
915 N Nelson
Spokane, WA 99202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

MarshMcLennan Agency

Your future is limitless.℠

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

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

MarshMcLennan Agency

Your future is limitless.℠

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

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2024 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

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

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

© 2018 The Travelers Indemnity Company. All rights reserved.

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

© 2018 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Broad Form Vendors

E. Blanket Additional Insured – Controlling Interest

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

I. Blanket Additional Insured – Grantors Of Franchises

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Blanket Waiver Of Subrogation

M. Contractual Liability – Railroads

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

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

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II –** Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless 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;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

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

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

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, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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

POLICY NUMBER: Y-630-1Y092730-PHX-26 ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) – GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: $2,000,000

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

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

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);

2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Damages under COVERAGE B (SECTION I)

regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

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

d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

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

2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated 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".

 Copyright, The Travelers Indemnity Company, 2004

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "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 both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.

C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "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 Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

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

As respects this Provision **C.**, the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

D. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage B; and

b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

E. 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 Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

 Copyright, The Travelers Indemnity Company, 2004

COMMERCIAL GENERAL 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 Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage **C**.

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 "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by 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 claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"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.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be 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.

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

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 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) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. 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;

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

(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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III -** Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be 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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III -** Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Tradename;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at anytime.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) 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

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in anyway responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) 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

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

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the insured may be 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 "personal injury".

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

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

SUPPLEMENTARY PAYMENTS

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

a. All expenses we incur.

b. Up to $2,500 for the 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.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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

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

These payments will not reduce the limits of insurance.

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

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

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

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I -** Coverages - Coverage **A** - Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I -** Coverages - Coverage **B -** Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

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

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

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business 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. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal 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 that 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

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

d. 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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II -** Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, 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 premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

SECTION III - 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

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

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C;**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

a. 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.

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";

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

(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply-

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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, and the claimant or the claimant's legal representative.

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

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or B of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section **III -** Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III -** Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance 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 **c.** below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II -** Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section **II -** Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

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

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

c. 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

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

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

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

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

5. Premium Audit

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

b. 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 and retrospective premiums 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.

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 provided by you 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 insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. 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 V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

A "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

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

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "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 "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

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", "property damage" or "personal injury" 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) 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; or

(3) 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 (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I -** Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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

POLICY NUMBER: **Y-630-1Y092730-PHX-26** ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES

Washington

LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000 AGGREGATE
BODILY INJURY BY DISEASE	1,000,000 EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section **IV -** COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I - COVERAGE

1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.

b. The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.

c. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.

d. "Bodily injury" by accident must occur during the endorsement period.

e. "Bodily injury" by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **5.** Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

b. for care and loss of services; and

c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

 Copyright, The Travelers Indemnity Company, 2003

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to:

a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;

c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);

d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

e. "Bodily injury" intentionally caused or aggravated by you;

f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;

g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;

i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

k. "Bodily injury" to a master or member of the crew of any vessel;

l. Fines or penalties imposed for violation of federal or state law;

m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

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

 Copyright, The Travelers Indemnity Company, 2003

a. Reasonable expenses incurred at our request, but not loss of earnings;

b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;

c. Litigation costs taxed against you;

d. Interest on a judgment as required by law until we offer the amount due under this insurance; and

e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached 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 or 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. 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 there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;

b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules 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. The Bodily Injury by Accident - Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

3. The Bodily Injury by Disease - Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;

4. The Bodily Injury by Disease - Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement 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 IV -DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

 Copyright, The Travelers Indemnity Company, 2003

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **D.2.**, **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5.**, **Other Insurance**, in **B.**, **General Conditions**, of **SECTION IV –CONDITIONS**, but only for Covered Autos Liability Coverage:

   Regardless of the provisions of paragraphs **a.** and **f.** of this part **5. Other Insurance**, this insurance is primary to and non- contributory with applicable other insurance under which an additional insured person or organization is the first named insured when a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-1Y094956-26-14-G**

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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 **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

© 2016 The Travelers Indemnity Company. All rights reserved.

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

© 2016 The Travelers Indemnity Company. All rights reserved.

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

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

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

 © 2016 The Travelers Indemnity Company. All rights reserved.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

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

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

© 2016 The Travelers Indemnity Company. All rights reserved.

b. A partnership or joint venture, 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, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also 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, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal 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 that 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide 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.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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

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

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

(2) Until your legal representative has been appointed.

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

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

 © 2016 The Travelers Indemnity Company. All rights reserved.

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

b. Coverage for such organization does not apply to:

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

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

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

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

© 2016 The Travelers Indemnity Company. All rights reserved.

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) 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, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

 © 2016 The Travelers Indemnity Company. All rights reserved.

committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

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

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"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.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

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

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

© 2016 The Travelers Indemnity Company. All rights reserved.

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

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

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization 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".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft 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 the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". 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 the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any 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 the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

© 2016 The Travelers Indemnity Company. All rights reserved.

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, 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;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. 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;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

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

11. Damage To Impaired Property Or Property Not Physically Injured

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

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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

12. Recall Of Products, Work Or Impaired Property

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

a. "Your product";

b. "Your work"; or

c. "Impaired property";

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

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

© 2016 The Travelers Indemnity Company. All rights reserved.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

 © 2016 The Travelers Indemnity Company. All rights reserved.

management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

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

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

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

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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

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

5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such 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.

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

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

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

a. How, when and where the "event" or "occurrence" took place;

b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and

c. The nature and location of any injury or damage arising out of the "event" or "occurrence".

2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:

a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";

b. Comply with the terms of the "underlying insurance"; and

c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

© 2016 The Travelers Indemnity Company. All rights reserved.

this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. 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 Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

 © 2016 The Travelers Indemnity Company. All rights reserved.

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

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 insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

© 2016 The Travelers Indemnity Company. All rights reserved.

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

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

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

 © 2016 The Travelers Indemnity Company. All rights reserved.

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you 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 insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

© 2016 The Travelers Indemnity Company. All rights reserved.

d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

 © 2016 The Travelers Indemnity Company. All rights reserved.

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

© 2016 The Travelers Indemnity Company. All rights reserved.

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

 © 2016 The Travelers Indemnity Company. All rights reserved.

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

© 2016 The Travelers Indemnity Company. All rights reserved.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

© 2016 The Travelers Indemnity Company. All rights reserved.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

© 2016 The Travelers Indemnity Company. All rights reserved.

MARKEL

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

TABLE OF CONTENTS

SECTION I – COVERAGES 2
- A. Insuring Agreements 2
- B. Claims and Defense 5
- C. Supplementary Payments 5
- D. Coverage Extensions 7

SECTION II – EXCLUSIONS 8
SECTION III – WHO IS AN INSURED 13
SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION 14
- A. Limits of Insurance 14
- B. Self-Insured Retention 15
- C. Pre-Suit Mediation 16
- D. Multiple Insureds, Claims, and Claimants 17

SECTION V – EXTENDED REPORTING PERIODS 16
SECTION VI – CONDITIONS 17
SECTION VII – DEFINITIONS 21

MARKEL

EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

THE PROFESSIONAL LIABILITY INSURING AGREEMENT PROVIDES CLAIMS MADE AND REPORTED COVERAGE AND REQUIRES THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V – EXTENDED REPORTING PERIODS.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS FOR CLAIMS FOR PROFESSIONAL LOSS WILL REDUCE THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS AND, UPON EXHAUSTION OF THAT LIMIT, AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS FOR CLAIMS FOR PROFESSIONAL LOSS WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND 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 word "insured" means any person or organization qualifying as such under Section **III** – Who Is An Insured. 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 **VII** – Definitions.

SECTION I – COVERAGES

A. Insuring Agreements

1. The following Insuring Agreements apply only if that Insuring Agreement is shown as selected in the Declarations and the "pollution condition" that causes a "pollution loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV** – Limits Of Insurance And Self-Insured Retention.

a. Contractor's Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" to which this insurance applies, provided:

(1) The "pollution condition" arises out of "your work"; and

(2) The:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella pneumophila, there must be a direct relation to a documented case of a legionella pneumophila outbreak for coverage to apply.

b. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "transportation pollution condition" to which this insurance applies, provided:

(1) The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance" or by a "carrier" on your behalf; and

(2) The:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

c. Non-Owned Disposal Site Liability

We will pay on behalf of the insured those sums in excess of the Pollution Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay for "pollution loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" at, on or under, or migrating from a covered "non-owned disposal site"; provided the "pollution condition":

(1) Arises from waste or material generated by "your work", results from transportation, or originates from a "covered location"; and

(2) The:

(a) "Bodily injury";

(b) "Property damage"; or

(c) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

d. Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability

We will pay on behalf of the insured "pollution loss" in excess of the Pollution Liability Self-Insured Retention shown in the Declarations:

(1) For "cleanup costs" as a result of a sudden and accidental "pollution condition" originating at, on or under, or migrating from a "covered location"; or

(2) That the insured becomes legally obligated to pay as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs";

provided the sudden and accidental "pollution condition":

(a) First commences during the Policy Period;

(b) Is the result of an unforeseen, unplanned, or unexpected event or circumstance;

(c) Is first discovered by any insured no later than 15 days after it commences, unless a different period is shown in the Schedule of Covered Locations;

(d) Is reported to us in writing no later than 30 days following its discovery by any insured, unless a different period is shown in the Schedule Of Covered Locations; and

(e) The "claim" is first made during the Policy Period.

e. Crisis Management Costs

We will indemnify you for "crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

(1) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(2) Commences during the Policy Period;

(3) First becomes known to a "responsible insured" during the Policy Period; and

(4) Is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the end of the Policy Period.

We will pay those "crisis management costs" you incur, but we will stop paying such "crisis management costs" as soon as the "crisis management event" has resolved. "Crisis management costs" are not subject to the Self-Insured Retention.

f. Emergency Response Costs

We will indemnify you for "emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations; provided that the "pollution condition":

(1) Has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;

(2) Commences during the Policy Period;

(3) First becomes known to a "responsible insured" during the Policy Period; and

(4) Is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the expiration of the Policy Period.

We will pay those "emergency response costs" you incur, but we will stop paying such "emergency response costs" once the "pollution condition" no longer constitutes an emergency situation under applicable law.

2. The following Insuring Agreements apply only if shown as selected in the Declarations and the "wrongful act" takes place in the "coverage territory". The amount we will pay is limited as described in Section **IV** – Limits Of Insurance And Self-Insured Retention.

a. Professional Liability

(1) We will pay on behalf of the insured those sums in excess of the Professional Liability Self-Insured Retention shown in the Declarations that the insured becomes legally obligated to pay for "professional loss", provided:

(a) The "wrongful act" takes place on or after the Professional Liability Retroactive Date, if any, shown in the Declarations and before the end of the Policy Period; and

(b) A "claim" is first made against any insured during the Policy Period and reported to us during the Policy Period or the Extended Reporting Period, if applicable.

(2) Such "claim", whenever made, will be deemed to be first made on the date on which the earliest "claim" arising out of a "wrongful act" is made or, with regard to notice given to and accepted by us, on the date within the Policy Period on which such notice of potential "claim" is first received by us. All "claims" for "professional loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim" and will be deemed to have been first made and reported at the time the first of those "claims" is made against any insured.

b. Professional Liability Rectification Expense

Upon the Named Insured's submission to us of satisfactory written proof of payment, we will reimburse the Named Insured for "rectification expense" incurred in excess of the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to any action taken to rectify or mitigate a "wrongful act" that would otherwise lead to a "claim" covered under this policy, provided that:

(1) The "wrongful act" giving rise to the "rectification expense" takes place on or after the Professional Liability Rectification Expense Retroactive Date, if any, shown in the Declarations;

(2) The insured must provide notice of the "wrongful act" and any proposed corrective action to us in writing as soon as practicable and within 60 days of the end of the Policy Period and

(3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

The extended reporting period of 60 days does not apply to "rectification expense" that is covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "rectification expense".

If we and the insured do not agree that the insured's proposed rectification action is reasonable, we and the insured may agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the insured be unable to agree on the form of alternative dispute resolution, then such dispute will be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

B. Claims and Defense

1. With respect only to Insuring Agreements **A.1.a.** Contractors Pollution Liability , **A.1.b.** Transportation Pollution Liability, and **A.1.c.** Non-Owned Disposal Site Liability, coverage applies only if, prior to the Policy Period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the Policy Period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the Policy Period will be deemed to have been known prior to the Policy Period.

"Bodily injury" or "property damage" that occur or "cleanup costs" that are incurred during the Policy Period and that were not known by any "responsible insured" to have occurred or have been incurred prior to the Policy Period will include any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the Policy Period.

2. We:

a. Will have the right to investigate any "claim"; and

b. Will have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and

c. May, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result;

for "loss" to which this insurance applies.

However:

(1) We have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply;

(2) The amount we will pay for "loss" is limited as described in Section **IV** – Limits Of Insurance And Self-Insured Retention; and

(3) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, or supplementary payments.

C. Supplementary Payments

1. Loss of Earnings and Expense Reimbursement

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

(1) All expenses we incur.

(2) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $5,000 a day because of time off from work.

(3) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

(4) Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

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

b. Loss of Earnings and Expense Reimbursement Supplementary Payments made with respect to any "claim":

(1) Under Insuring Agreement **A.1.** for "pollution loss" will not reduce the Limits of Insurance shown in the Declarations; and

(2) Under Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Section will reduce the applicable Limits of Insurance shown in the Declarations.

However, Loss of Earnings and Expense Reimbursement Supplementary Payments made with respect to any "claim" asserted under both Insuring Agreement **A.1.** for "pollution loss" and Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Loss of Earnings and Expense Reimbursement Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "pollution condition" or "wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement, or defense of the "suit";

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

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments. Notwithstanding the provision of Paragraph **2.a.(1)** above, such payments will not be deemed to be damages and will not reduce the Limits of Insurance.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable Limit of Insurance in the

payment of judgments, settlements, or supplementary payments, or the conditions or the terms of the agreement set forth above are no longer met.

b. Suit Against Indemnity Supplementary Payments made with respect to any "claim":

(1) Under Insuring Agreement **A.1.** for "pollution loss" will not reduce the Limits of Insurance shown in the Declarations; and

(2) Under Insuring Agreement **A.2.** for "professional loss" will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Suit Against Indemnitee Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

However, Suit Against Indemnity Supplementary Payments made with respect to any "claim" asserted under both Insuring Agreement **A.1.** for "pollution loss" and Insuring Agreement **A.2.** for "professional loss", will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Upon exhaustion of that limit, amounts paid under this Suit Against Indemnitee Supplementary Payment will reduce the applicable Limits of Insurance shown in the Declarations.

D. Coverage Extensions

Although various Coverage Extensions are referenced in this policy, a Coverage Extension is included within this policy only if that Coverage Extension is designated as selected in the Declarations.

1. Disciplinary Proceeding Legal Expense Reimbursement

a. Upon the Named Insured's submission to us of satisfactory written proof of payment, we pay all reasonable and necessary attorneys' fees and legal expenses incurred in response to a "disciplinary proceeding" first initiated against the Named Insured during the Policy Period or the Extended Reporting Period, if applicable, provided:

(1) The "wrongful act" giving rise to the "disciplinary proceeding" took place during the Policy Period and on or after the Professional Liability Retroactive Date, if any, shown in the Declarations; and

(2) Prior to the effective date of continuous coverage for this Coverage Extension, no "responsible insured" had any knowledge of such "wrongful act".

b. The most we will pay for attorneys' fees or legal expenses under this Coverage Extension as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will pay for the sum of attorneys' fees and legal expenses under this Coverage Extension as the result of all "disciplinary proceedings" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining attorneys' fees or legal expenses are the sole responsibility of the Named Insured and do not reduce the Professional Liability Self-Insured Retention shown in the Declarations.

c. The Named Insured must provide to us written notice as soon as practicable of any "disciplinary proceeding" first initiated against the Named Insured during the Policy Period or the Extended Reporting Period, if applicable. In any event, such "disciplinary proceeding" must be reported to us no later than 60 days after the end of the Policy Period or the Extended Reporting Period, if applicable.

d. No payment will be made for the Named Insured’s payment of any taxes; criminal fines, penalties, or sanctions; or registration or licensing fees.

2. Subpoena Assistance

In the event that during the Policy Period:

a. The insured first receives a subpoena or a written request for the insured’s records or files, or a notice of deposition relative to a "pollution condition" or a "wrongful act" in the performance of "your work"; and

b. The insured reports the receipt of such subpoena, record request, or notice of deposition to us within 30 days of such receipt and prior to a "claim" being first made against the insured arising out of such "pollution condition" or "wrongful act";

then we will pay on behalf of the insured up to the Subpoena Assistance Limit shown in the Declarations for reasonable and necessary attorneys' fees and legal expenses incurred in connection with our engagement of legal counsel we select to assist the insured in responding to such subpoena, records request, or notice of deposition.

3. Pre-Claim Investigation Expenses

a. If, during the Policy Period, the insured first becomes aware of a specific "wrongful act" that is reasonably

expected to result in a "claim" within the scope of this coverage, then the insured may elect to provide notice of a potential "claim" to us. Such notice to us must be in writing, sent to us at the address shown in the claim reporting policyholder notice, and contain the following information:

(1) The description of the specific "wrongful act";

(2) The date on which such "wrongful act" took place;

(3) The damage which has or may result from such "wrongful act";

(4) The identity of any injured person or organization subject to such injury or damage; and

(5) The date and circumstances by which the insured first became aware of such "wrongful act".

b. If such written notice is received by us during the Policy Period, we may, at our sole option, choose to investigate the "wrongful act". Such an investigation will be at our expense and will not reduce the Limits of Insurance or be subject to the Self-Insured Retention provisions until one of the following occurs:

(1) A "claim" results from the "wrongful act" under investigation; or

(2) We incur the Pre-Claim Investigation Expenses Limit shown in the Declarations in expenses arising from the investigation.

c. If a "claim" is made and reported to us, or if we have incurred pre-claim expenses that exhaust the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further expenses incurred by us will be considered Loss of Earnings and Expense Reimbursement Supplementary Payments.

Any "claim" subsequently made against the "insured" arising out of such "wrongful act" will be deemed to have been first made on the date on which such written notice is first received by us.

No coverage for pre-claim investigation expenses is provided by this policy except as provided by this Paragraph **D.3.** Pre-Claim Investigation Expenses.

Payments under these Coverage Extensions will be in addition to the General Aggregate Limit shown in the Declarations and not subject to the Self-Insured Retention.

SECTION II – EXCLUSIONS

A. With respect to all Insuring Agreements, Supplementary Payments, and Coverage Extensions, this insurance does not apply to:

1. Contractual Liability

"Loss" the insured is legally obligated to pay as damages that result from the assumption of liability in a contract or agreement.

However, this exclusion does not apply to liability for damages:

a. That the insured would have in the absence of the contract or agreement; or

b. Solely with respect to coverage provided under Insuring Agreement **A.1.**, assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

2. Criminal Fines or Criminal Penalties

Any criminal fines or criminal penalties.

3. Damage to Property

"Property damage" to any real property owned, leased, or operated by you.

However, this exclusion does not apply:

a. If the real property is operated or occupied by you for the purpose of performing "your work";

b. To "cleanup costs" covered under Insuring Agreement **A.1.d.** Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability;

c. To "emergency response costs" covered under Insuring Agreement **A.1.f.** Emergency Response Costs; or

d. To "rectification expenses" covered under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense.

4. Employer's Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, "domestic partner", child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be 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.

However, this exclusion does not apply to liability assumed by the insured under an "insured contract".

5. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

6. Impaired Property

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

a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

However, this exclusion does not apply to:

(1) The loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use; or

(2) "Rectification expense" covered under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense.

7. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured.

However, this exclusion does not apply to "claims" against you made by any additional insured seeking coverage or indemnification pursuant to a written contract or agreement.

8. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

a. Injury to persons or property;

b. Failure to comply with any federal, state, local, or provincial laws including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of an insured; or

c. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

(1) An insured who did not commit, participate in, or have knowledge of any of the acts described above;

(2) "Claim" expenses incurred until an allegation is determined through final and non-appealable adjudication; or

(3) Any failure to comply based upon an insured's reasonable efforts to mitigate a "pollution condition" that necessitated immediate action.

9. Known Pollutant, Pollution Condition, or Wrongful Act

"Loss" caused by, arising out of, or in any way involving:

a. A "pollutant" or "pollution condition" at a "covered location", or resulting from "your work", that was known to a "responsible insured" prior to the Policy Period, including any subsequent changes to, or continuation or resumption of, any such "pollutant" or "pollution condition"; or

b. A "wrongful act" that took place prior to the Professional Liability Retroactive Date, if any, shown in the Declarations if a "responsible insured" knew or should have known that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

However, this exclusion does not apply if:

(1) The "pollutant" or "pollution condition" known to a "responsible insured" prior to the Policy Period did not result in costs, charges, or expenses incurred by the insured with respect to the investigation, removal, disposal, abatement, containment, treatment, or neutralization of contaminated soil, surface water, groundwater, air, or other media;

(2) The known "pollutant" or "pollution condition" was disclosed to us prior to the Policy Period and shown in the Schedule of Known Pollutants or Pollution Conditions;

(3) The known "pollutant" or "pollution condition" was not subject to cleanup or remediation required by "environmental law"; or

(4) A No Further Action determination or equivalent decision was documented in writing in accordance with "environmental law" with respect to the "pollutant" or "pollution condition".

10. Nuclear Energy Liability

Any "claim" based upon or arising out of any nuclear or radioactive materials or by-products:

a. Where any insured under this policy has been indemnified by the United States Department of Energy or any other government authority; or

b. For which the Price-Anderson Act provides protection for the insured.

11. Professional Services

"Loss" arising out of any "claim" against any insured for a "wrongful act" that alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to a "claim":

a. In which you committed a "wrongful act" relating to improper or inadequate supervision, direction, or control of any subcontractors for which you are legally liable when such subcontractors are performing operations on your behalf at a job site;

b. Alleging liability for construction means, methods, techniques, sequences, or procedures utilized as part of "your work"; or

c. Covered under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as selected in the Declarations.

12. Property Damage to Cargo

"Property damage" to "transported cargo".

13. Property Damage to Conveyances

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo".

However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

14. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading".

However, this exclusion does not apply to:

a. "Loading or unloading" within the boundaries of a "covered location" or a location where "your work" is performed;

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

(1) The delivery of any liquid product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one liquid product for another by an "auto";

if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.

Operations that may require further service, maintenance, correction, repair, or replacement because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

c. Any "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

15. War

"Loss", however caused, arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

16. Workers' Compensation and Similar Laws

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

17. Your Product

"Loss" arising out of "your product" designed, manufactured, sold, handled, distributed, altered, or repaired by you or by others trading under your name, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto.

However, this exclusion does not apply to any "loss" arising out of:

a. A "pollution condition" resulting from the fabrication or installation of "your product" as part of "your work"; or

b. Any waste generated by "your work" that is relinquished to others to recycle or for beneficial reuse.

B. With respect only to Insuring Agreement **A.1.d.** Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Asbestos and Lead

"Loss" in any way involving asbestos, asbestos containing materials, lead, or lead-containing materials, including, but not limited to, lead-based paint in, on, at, within, or applied to any building, utility, structure, or building material.

However, this exclusion does not apply to:

a. "Claims" for "bodily injury" or "property damage";

b. "Cleanup costs" for the remediation of any soil, groundwater body, surface water body, or sediment; or

c. "Cleanup costs" solely incurred for the remediation of asbestos, asbestos containing materials, or lead-based paint that has been inadvertently displaced by an accident that:

(1) Does not result from demolition, renovation, or abatement;

(2) Is demonstrable by the insured as commencing during the Policy Period; and

(3) Is reported to us within 45 days of its commencement.

However, there will be no coverage for any costs incurred to:

(a) Remove, abate, repair, dispose of, or otherwise address any asbestos, asbestos containing materials, or lead-based paint that has not been displaced by such accident; or

(b) Remove or dispose of any building, construction, or demolition debris.

2. Capital Expenditures

Any capital expenditure at a "covered location".

3. Material Change in Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations as disclosed to us on the application and all supporting documentation.

4. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" or associated underground piping at a "covered location", whether operational, closed, or removed.

5. Wells

"Loss" in any way involving the discharge, escape, migration, release, or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral, or geothermal well.

C. With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Employment Practices

"Claims" arising out of the employment relationship or the nature, terms, or conditions of employment or any workplace tort brought by or on behalf of any "employee", former "employee", prospective "employee", independent contractor, or consultant of the insured including, but not limited to, the following:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person.

2. Executive Officer

"Claims" arising out of your services or capacity as an executive officer, director, partner, trustee, or employee of a business enterprise not named in the Declarations.

3. Express Warranties

"Claims" arising out of any express warranties or guarantees.

However, this exclusion does not apply to a warranty or guarantee by you that your operations or "professional services" are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

4. Financial Related Matters

"Claims" arising out of any:

a. Liability or breach of any duty or obligation owed by you:

(1) In connection with the operation or administration of any health, pension, or employee benefit scheme, plan, trust, or fund, including, but not limited to, violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974, as amended; or

(2) Regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including, but not limited to, the Securities Act of 1933 and Securities Exchange Act of 1934, both as amended; or

b. Breach of any fiduciary duty owed by you.

5. Insurance or Bonds

"Claims" arising out of the:

a. Advising of, requiring of, or failure to advise of or require, or

b. Failure to obtain or maintain;

any form of insurance or surety bond.

6. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

7. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, illegal, or knowingly "wrongful act" committed by or on behalf of any "responsible insured".

However, this exclusion does not apply to any "responsible insured" that did not commit, participate in, or have knowledge of any of the acts described above.

8. Not Licensed as Required by Law

"Claims" arising out of any acts or services performed by any insured not licensed or certified to perform such acts or services, but only if such licensing or certification is required by applicable law.

9. Patents or Trade Secrets

"Claims" arising out of any:

a. Infringement of or inducement to infringe on any patent or trade secret;

b. Misappropriation of trade secrets, or confidential or proprietary information relating to the Named Insured's business operations;

c. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

d. Value of trade secrets, confidential processing methods, or other confidential or proprietary information; or

e. Dispute related to ownership of any intellectual property.

10. Prior Claim

"Claims" first made against any insured prior to the Policy Period.

SECTION III – WHO IS AN INSURED

A. Each of the following is an insured under all Insuring Agreements, Supplementary Payments, and Coverage Extensions:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner", but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.

c. A limited liability company, your members, but only with respect to the conduct of your business; and your managers, but only with respect to their duties as managers.

d. A corporation or an organization other than a partnership, joint venture, or limited liability company, your "executive officers", but only with respect to their duties as officers or directors; and your stockholders, but only with respect to their liability as stockholders.

2. Any entity over which the first Named Insured has direct ownership interest of 50% or more, or has sole management or financial control over, as of the inception date of the Policy Period, but only with respect to the conduct of your business.

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

4. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's, or executor's vicarious liability resulting from "your work".

5. Any entity newly formed or acquired by the Named Insured during the Policy Period in which the Named Insured has more than a 50% legal interest and over which the Named Insured exercises management or financial control will qualify as an insured, if:

a. You have contractually agreed to provide insurance for such organization;

b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy; and

c. You report to us within 180 days after such formation that you formed or acquired the organization.

However:

(1) Coverage is afforded only until the 180th day after you form or acquire the organization or the end of the Policy Period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you formed or acquired the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.f.**, Supplementary Payments, and Coverage Extensions, each of the following is also an insured:

1. Any person or organization who has a controlling financial interest over you, but only with respect to their liability arising out of:

a. Their financial control over you; or

b. Premises they own, maintain, or control while you lease or occupy those premises.

2. Any:

a. Person or organization for whom you have performed or are performing "your work" and with whom you have agreed in a written contract or agreement to provide additional insured status, provided the written contract or agreement was executed prior to the:

(1) Commencement of "your work"; and

(2) Date the "pollution condition" first commenced.

b. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph **a.** above.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

However, any insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such insured; and

(3) Is limited to the lesser of the applicable Limits of Insurance shown in the Declarations or the amount required by the written contract or agreement.

This Paragraph **2.** does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION

A. 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 insureds, "claims" made, or persons or organizations making "claims".

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:

a. "Loss" under all Insuring Agreements; and

b. Supplementary payments that are made with respect to any "claim" alleging "professional loss" after the Defense Expenses Aggregate Limit shown in the Declarations has been exhausted.

3. Subject to the General Aggregate Limit shown in the Declarations:

a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.a.** Contractor's Pollution Liability for all "pollution loss" arising out of any one "pollution condition".

b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.b.** Transportation Pollution Liability for all "pollution loss" arising out of any one "transportation pollution condition".

c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.c.** Non-Owned Disposal Site Liability for all "pollution loss" arising out of any one "pollution condition".

d. The Each Sudden and Accidental Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.d.** Sudden and Accidental Discharge, Release, or Escape of Pollutants Liability for all "pollution loss" arising out of any one "pollution condition".

e. The Each Crisis Management Event Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management Costs for all "crisis management costs" arising out of any one "crisis management event".

f. The Each Emergency Response Costs Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.f.** Emergency Response Costs for all "emergency response costs" arising out of any one "pollution condition".

g. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.a.** Professional Liability for the sum of all "professional loss" and supplementary payments that are made after the Defense Expenses Aggregate Limit shown in the Declarations has been exhausted; arising out of any one "wrongful act".

h. The Each Wrongful Act Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for all "rectification expenses" arising out of any one "wrongful act".

In the event a "claim" arises out of the same reported "wrongful act" for which the insured incurred "rectification expense", the limit available for payment of the "claim" will be the Each Wrongful Act Limit shown in the Declarations in excess of the Professional Liability Self-Insured Retention, less the amount we reimbursed the insured for "rectification expenses" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense.

The Limits of Insurance of this policy apply separately to each Policy Period, unless the Policy Period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

B. Self-Insured Retention

1. You agree to assume the:

a. Pollution Liability Self-Insured Retention shown in the Declarations with respect to the Insuring Agreements under Section **A.1.**;

b. Professional Liability Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.a.**; and

c. Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations with respect to Insuring Agreement **A.2.b.**

Our obligation to pay "loss" or supplementary payments under this insurance and the applicable Limit of Insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention. The Self-Insured Retention applies separately to each "pollution condition" or "wrongful act".

2. Regardless of whether there is any other valid and collectible insurance applicable to a "claim", "pollution condition", or "wrongful act" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the Limits of Insurance will apply. Compliance with this clause is a condition precedent for coverage under this policy. We will make no payments of any type in the event you fail to comply with this clause.

3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim", "pollution condition", or "wrongful act" that appears likely to exceed the applicable Self-Insured Retention.

4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim", "pollution condition", or "wrongful act" to which this insurance applies. When we exercise this right, the following apply:

   a. You will remain responsible for the cost of all "loss" and supplementary payments within the applicable Self-Insured Retention;

   b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim", "pollution condition", or "wrongful act";

   c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of the "loss" and supplementary payments that we pay for that "claim", "pollution condition", or "wrongful act" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and

   d. We will have the right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention.

   If the insured refuses to settle, or otherwise impairs our rights as set forth above, our duty to defend will cease, the insured must thereafter negotiate or defend such "claim" independently of us, and our liability will not exceed the amount less the Self-Insured Retention for which the "claim" could have been settled plus all expenses incurred to date.

C. Pre-Suit Mediation

The Self-Insured Retention shown in the Declarations will be waived, up to a maximum of 50%, subject to a maximum reduction of $10,000, if:

1. A "suit" has not been filed;

2. You and we mutually agree to "pre-suit mediation" as a means to settle a "claim"; and

3. Such "claim" is settled as a direct result of the "pre-suit mediation" and within 30 days of the end of the "pre-suit mediation".

When this occurs, we will waive any qualifying Self-Insured Retention amount we pay prior to the "pre-suit mediation".

D. Multiple Insureds, Claims, and Claimants

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits of Insurance shown in the Declarations. All "claims" for damages arising out of the same, related, or continuous "pollution condition" or "wrongful act" will be considered a single "claim" and will be deemed to have been first made at the time the first "claim" is made is made against any insured.

SECTION V – EXTENDED REPORTING PERIODS

With respect only to Insuring Agreement **A.2.a.** Professional Liability, the following applies:

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. Claims made coverage provided by this policy is canceled or not renewed; or

2. We renew or replace the claims made coverage provided by this policy with insurance that:

   a. Has a retroactive date later than the Professional Liability Retroactive Date shown in the Declarations; or

   b. Does not apply to "claims" that result from a "wrongful act" on a claims made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

B. The Extended Reporting Periods do not extend the Policy Period or change the scope of coverage provided. They apply only to "claims" for a "wrongful act" that took place before the end of the Policy Period but not before the applicable Retroactive Date shown in the Declarations, provided the "claim" is first made against the insured during the Policy Period and reported to us during the Policy Period or Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. The Extended Reporting Periods will not reinstate or increase the Limits of Insurance shown in the Declarations.

D. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Policy Period and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

E. An Optional Extended Reporting Period is available, subject to Paragraph **F.** below, but only by an endorsement for an additional premium of not more than 250% of the Total Premium shown in the Declarations. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period set forth in Paragraph **D.** above ends.

You must give us a written request for the endorsement within 60 days after the end of the Policy Period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

F. We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;

2. You fail to repay any Self-Insured Retention amount we have paid;

3. You have purchased any other insurance to replace the insurance provided under this endorsement;

4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact; or

5. This policy is terminated for fraud or non-payment of premium.

SECTION VI – CONDITIONS

A. Assignment

Assignment of interest under this policy will not bind us unless our consent, which will not be unreasonably withheld or delayed, has been endorsed on this policy.

B. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this policy.

C. Cancellation or Nonrenewal

1. This policy may be canceled by the first Named Insured shown in the Declarations at any time by providing us advanced written notice of the cancellation date.

2. We may cancel this policy, but only for the following reasons, by providing the first Named Insured shown in the Declarations written notice of cancellation not less than:

a. 10 days prior to cancellation if we cancel for non-payment of premium; or

b. 90 days prior to cancellation for:

(1) Fraud or material misrepresentation on the part of an insured; or

(2) Any insured’s material failure to comply with the terms, conditions, or obligations under this policy; however, the insured will have the ability, within the first 60 days of the 90-day notice period, to cure such material failure to our satisfaction.

3. If we decide to not renew this policy, we will provide the first Named Insured shown in the Declarations written notice of nonrenewal not less than 90 days prior to nonrenewal.

4. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded under this policy. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy. Notice

to or knowledge by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms of this policy.

E. Duties in the Event of a Pollution Condition, Claim, or Wrongful Act

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition" or "wrongful act". To the extent possible, notice must contain:

a. How, when, and where the "pollution condition" or "wrongful act" took place;

b. The names and addresses of any claimants, injured persons, and witnesses;

c. The nature and location of any injury or damage arising out of the "pollution condition" or "wrongful act";

d. The date and details of "your work" that may have caused the "pollution condition" or "wrongful act";

e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed or "professional services" rendered;

f. Details explaining how the insured first became aware of the "pollution condition" or "wrongful act"; and

g. The identity of all other insurers known by a "responsible insured" that may provide coverage for the "pollution condition" or "wrongful act".

2. Any reported "wrongful act" that subsequently becomes a "claim" made against the insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first received by us and will be subject to all of the terms and conditions of this policy.

3. If a "claim" is made against any insured:

a. You must notify us in writing as soon as practicable the specifics of the "claim" and the date received; and

b. You and any other involved insured must:

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

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

(3) Cooperate with us in the investigation, settlement, or defense of the "claim";

(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.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent. However, written consent is not required with respect to:

a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.1.e.** Crisis Management Costs; or

b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

5. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

F. Independent Counsel

In the event the insured is entitled by applicable law to select independent counsel to defend a "claim" or "suit" at our expense, the attorneys' fees and all other expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar claims or suits in the community where the "claim" arose or the "suit" is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competence including at least five years of experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage with a limit at least equal to this policy's applicable Each Insuring Agreement Limit.

With respect to any such counsel, the insured agrees that counsel will:

1. Respond timely and regularly to our request for information regarding the "claim" or "suit"; and

2. Provide regular status reports, budgets, case plans, and updates on significant developments.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

G. Inspections

1. We have the right to:

a. Make inspections of any "covered location" or any location where "your work" is being performed at any reasonable time, provided the insured has the right to grant access to such location associated with a "claim" or "pollution condition";

b. Give you reports on the conditions we find; and

c. Recommend changes.

Notwithstanding the foregoing, any such rights will not interfere with any cleanup, development, or regular operations at such location conducted or overseen by an insured.

2. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes, or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

H. Legal Action Against Us

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

2. Sue us on this policy 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 obtained after an actual trial, but we will not be liable for "losses" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

I. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **2.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **3.** below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;

(2) Any other valid and collectible insurance available to you covering liability for "loss" arising out of "your work" or "professional services", including that work or "professional services" for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;

(3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" or "professional services" in this policy; or

(4) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered.

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

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

(1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and

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

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

3. 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. However, our contribution will not become due and owing until our applicable Self-Insured Retention is satisfied.

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.

4. Primary and Non-Contributory Insurance

Regardless of Paragraphs **1.** through **3.** above, this insurance is primary to and will not seek contribution from any other insurance available:

a. Under any third-party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work";

b. To any additional insured specifically named in an endorsement attached to this policy as an additional insured on a primary and non-contributory basis; or

c. With respect to a "claim" covered under Insuring Agreement **A.1.b.** Transportation Pollution Liability.

J. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

K. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate;

2. Those statements are based upon representations you made to us; and

3. We have issued this policy in reliance upon your representations.

L. Separation of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a "claim" is made.

2. Any misrepresentation, act, or omission that is in violation of a term, duty, or condition under this policy by one insured will not, by itself, affect coverage for another insured under this policy. However, this paragraph will not apply to an insured who is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation, act, or omission.

M. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recovery obtained through transfer of rights, after expenses incurred in such transfer of rights are deducted by us, will be applied first to the insured to the extent of any payments in excess of the Limit of Insurance, if any; then to us to the extent of our payment under this policy; and then to the insured to the extent of the applicable Self-Insured Retention.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed to do so in a written contract, provided such contract was entered into with such person(s) or organization(s) prior to the date of "loss".

N. Two or More Insuring Agreements, Coverage Extensions, Coverage Forms, or Policies Issued by Us

If more than one insuring agreement, coverage extension, coverage form, or policy issued to you by us or any company affiliated with us applies to the same "claim", the aggregate maximum Limit of Insurance under all of the insuring agreements, coverage extensions, coverage forms, or policies will not exceed the highest applicable Limit of Insurance under any one insuring agreement, coverage extension, coverage form, or policy. This condition does not apply to:

1. Any insuring agreement, coverage extension, coverage form, or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy; or

2. Insuring Agreements **A.1.e.** Crisis Management Costs and **A.1.f.** Emergency Response Costs.

SECTION VII – DEFINITIONS

A. "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.

B. "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by any person, including medical monitoring, loss of services, or death resulting from any of these at any time.

C. "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".

D. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", rolling stock, or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

E. "Claim" means:

1. A written demand against any insured for damages or "loss"; or

2. A "suit" against any insured seeking damages or "loss".

However, "claim" does not include any "disciplinary proceeding".

F. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of "pollutants", or any reasonable and necessary expense incurred in response to any "pollution condition":

1. To the extent required by "environmental law";

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties; or

3. To the extent recommended by an "environmental professional" in the absence of Paragraph **1.** and **2.** above.

"Cleanup costs" includes "restoration costs" and those costs arising from the removal of "pollutants" illicitly abandoned by a third party at a "covered location".

G. "Completed operations" means "your work" that has been completed.

"Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:

1. When all work to be performed under the contract has been completed;

2. When all the work to be done at the site has been completed if the contract calls for work at more than one site; or

3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

"Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.

H. "Coverage territory" means the United States of America and its territories or possessions.

I. "Covered conveyance" means any conveyance operated by or on behalf of an insured.

"Covered conveyance" does not include pipelines.

J. "Covered location" means any real property owned, leased, or operated for use as an office, warehouse, or for equipment storage by you at the time of the "loss" and as of the first date of the Policy Period shown in the Declarations.

K. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, such approval not to be unreasonably withheld.

L. "Crisis management costs" means those reasonable and necessary fees and expenses:

1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and

2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

a. Managing the media in direct response to a "crisis management event" to which this insurance applies; or

b. Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company’s public image or reputation.

M. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

1. "Bodily injury" involving third parties; or

2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your image or goodwill.

N. "Disciplinary proceeding" means any proceeding commenced by a regulatory body, disciplinary board, or governmental agency domiciled in the United States of America which has the authority to investigate charges of professional misconduct in the performance of "professional services". However, "disciplinary proceedings" does not include criminal proceedings.

O. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.

P. "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media that are used with electronically controlled equipment.

Q. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:

1. "Bodily injury" or "property damage" to third parties is imminent; or

2. "Cleanup costs" pursuant to "environmental law" will be incurred.

R. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

S. "Environmental law" means any federal, state, provincial, municipal, or local laws, rules, regulations, or orders including, but not limited to, statutes, ordinances, guidance documents, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, and governmental, judicial, or administrative orders and directives that are applicable to a "pollution condition".

T. "Environmental professional" means an individual:

1. Approved by us, such approval not to be unreasonably withheld;

2. Duly certified or licensed in a recognized field of environmental science as required by a state board or a professional association; and

3. Who meets certain minimum qualifications and maintains specified levels of errors and omissions insurance coverage acceptable to us.

We will consult with the first Named Insured in conjunction with the selection of the "environmental professional".

U. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by laws, or any other similar governing document.

V. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

W. "Insured contract" means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of 30 consecutive days that indemnifies any person or organization for damage by fire, lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;

2. A sidetrack agreement;

3. Any easement or license agreement;

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

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 "cleanup costs" to a third person or organization, provided the "bodily injury", "property damage", or "cleanup costs" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **2.** does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

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

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

b. 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 **a.** above and supervisory, inspection, architectural, or engineering activities.

X. "Intellectual property hazard" means:

1. Infringement, in any manner, of a copyright, patent, trademark, service mark, trade dress, title or slogan, service name, trade name, or copyright joint ownership, or other intellectual property rights;

2. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, services, or claims;

3. Piracy or unfair competition;

4. Oral or written publication, in any manner, of material that violates a person's right to privacy;

5. The use of another's style of doing business, intellectual property, trade secrets, or market share agreements;

6. The use of another's advertising idea in your advertisement;

7. Violations of the Lanham Act (15 USC §1051-1141N); and

8. Violations of the Computer Fraud and Abuse Act (CFAA) (18 USC §1030), including violations of any regulations implementing the CFAA, and any similar state or federal law or regulation.

Y. "Interrelated wrongful acts" means any "wrongful acts" that have as a common connection or nexus any fact, circumstance, situation, event, cause, transaction, or series of facts, circumstances, situations, events, causes, or transactions.

Z. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, "auto", rolling stock, or watercraft;

2. While it is in or on an aircraft, "auto", rolling stock, or watercraft; or

3. While it is being moved from an aircraft, "auto", rolling stock, or watercraft to the place where it is finally delivered.

AA. "Loss" means "pollution loss" or "professional loss".

AB. "Low-level radioactive waste" means waste that contains radioactivity but is not transuranic waste, spent nuclear fuel, waste materials remaining after spent nuclear fuel is processed, uranium milling residues, waste with greater than specified quantities of elements heavier than uranium, and those wastes requiring permanent isolation by the United States Nuclear Regulatory Commission.

AC. "Mixed waste" means waste containing both radioactive and hazardous components as defined by the Atomic Energy Act and the Resource Conservation and Recovery Act.

AD. "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin, or any of the spores, scents, or by-products produced or released by fungus.

AE. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of 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 of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AF. "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site" is:

1. Not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;

2. Permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and

3. Not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priorities List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

AG. "Pollutants" means any solid, liquid, gaseous, biological, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, or waste materials, including medical, infectious, and pathological waste, electromagnetic fields, "low-level radioactive waste", and "mixed waste" materials, at levels in excess of those naturally occurring. Waste includes materials to be recycled, reconditioned, or reclaimed.

With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability, **A.1.e.** Crisis Management Costs, and **A.1.f.** Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

AH. "Pollution condition" means:

1. The discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants"; or

2. The illicit abandonment of "pollutants" by a third party without your consent at a "covered location".

With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability, **A.1.e.** Crisis Management Costs, and **A.1.f.** Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

AI. "Pollution loss" means:

1. A monetary judgment, award, or settlement, including punitive damages and exemplary damages where insurable by applicable law, for "bodily injury" or "property damage";

2. "Cleanup costs";

3. "Crisis management costs"; or

4. "Emergency response costs".

However, "pollution loss" does not include multiplied portions of damages in excess of actual damages, including trebling of damages.

AJ. "Pre-suit mediation" means the voluntary process in which a neutral third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Pre-suit mediation" does not include litigation, arbitration, or court mandated proceedings.

AK. "Professional loss" means a monetary judgment, award, or settlement for a "wrongful act", including punitive or exemplary damages where insurable by law; however, "professional loss" does not include:

1. Multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Taxes, criminal fines, or criminal penalties imposed by law;

3. Sanctions;

4. Matters which are uninsurable under the law pursuant to which this policy will be construed;

5. Liquidated damages as provided under a contract or statute;

6. The return, restitution, disgorgement, or offset of any fees, costs, or expenses paid to or charged by any insured or any interest thereon;

7. Any other equitable relief;

8. Claimants' attorneys' fees or damages awarded for breach of contract, except attorneys' fees awarded for the successful prosecution of a "claim" otherwise covered by this policy; or

9. Any "rectification expense".

AL. "Professional services" means those functions performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

AM. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;

2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or

3. "Natural resource damages".

For the purposes of this insurance, "electronic data" is not tangible property.

"Property damage" does not include "cleanup costs".

AN. "Rectification expense" means reasonable and necessary direct costs and expense incurred by the insured with respect to any action to rectify or mitigate a covered "wrongful act".

"Rectification expense" does not include any of the insured's profit, overhead, or mark-up, or any betterment to a project to which "rectification expense" applies.

AO. "Responsible insured" means:

1. Your "executive officer", director, partner, or member; or

2. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety, or environmental affairs, control, or compliance.

AP. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs".

However, such "restoration costs" will not:

1. Exceed the actual cash value of such property immediately prior to incurring "cleanup costs"; or

2. Include costs associated with improvements, betterments, ordinance, or law, except to the extent:

a. Such improvements or betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property; and

b. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on our judgment at our sole discretion.

AQ. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "cleanup costs", or "wrongful acts" to which this insurance applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

AR. "Temporary storage" means storage of materials in a locked and secure storage container with clearly posted warning signs for a period of up to 30 days at a premises you own or rent. "Temporary storage" does not include storage of materials at any site at which you are performing "your work".

AS. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" that occurs beyond the boundaries of a "covered location".

AT. "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured. "Transported cargo" also includes "cargo" during "loading or unloading" to or from a "covered conveyance".

AU. "Underground storage tank" means any one or combination of tanks, including underground pipes connected thereto, that is used to contain an accumulation of regulated substances, and the volume, including the volume contained in connected underground pipes, fill, vent, and above ground distribution components, which has or at any time in the past had at least 10% of its volume beneath the surface of the ground.

"Underground storage tank" does not include:

1. Septic tanks, sump pumps, or oil or water separators;

2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

3. Storm water or wastewater collection systems.

AV. "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

AW. "Wrongful act" means any act, error, or omission in the performance of "professional services" by you or any person for whose acts you are legally responsible.

"Wrongful act" includes "interrelated wrongful acts".

AX. "Your product":

1. Means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

2. Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

3. Does not include vending machines or other property rented to or located for the use of others, but not sold.

AY. "Your work":

1. Means:

a. Work or operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and

b. Materials, parts, or equipment furnished in connection with such work or operations.

2. Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";

b. The providing of or failure to provide warnings or instructions;

c. Your "completed operations"; and

d. With respect to Insuring Agreement **A.1.a.** Contractor's Pollution Liability, the "temporary storage" of asbestos, or any material or substance containing asbestos, asbestos fibers, or asbestiform talc that was removed in the course of "your work".

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/11/2026		
Clerk's File #	OPR 2021-0722		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Summit Law Group, Seattle, WA re Bacon, et. al., v. City of Spokane, et. al. This amendment will increase the contract by $265,000 for a contract total of $1,150,000.00.

Summary (Background)

The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 265,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 265,000.00	**#** Risk - Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
chadm@SummitLaw.com	mpiccolo@spokanecity.org
Zach.Ray@us.davies-group.com	sdhansen@spokanecity.org
rhulvey@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP, PLLC**, whose address is 315 5th Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($265,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,150,000.00)**.

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

SUMMIT LAW GROUP, PLLC	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

26-224

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, P.L.L.C.

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2027	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2027	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2027	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2027	Apr-10-2019

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Issaquah General Business - Non-Resident				Active	Feb-28-2027	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/10/2026 9:51:15 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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 : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4031454583	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			4031454583	5/1/2026	5/1/2027	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)	$
								$
B	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			4031455250	5/1/2026	5/1/2027	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		4031454583	5/1/2026	5/1/2027	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)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, 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, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

40020004760251000479882

Copyright, CNA All Rights Reserved.

h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. 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 for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

Copyright, CNA All Rights Reserved.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" 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, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards 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, hoistaway 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; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

40020004760251000479883

Copyright, CNA All Rights Reserved.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

Copyright, CNA All Rights Reserved.

b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical 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 physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

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

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

4002000476025100047988 4

Copyright, CNA All Rights Reserved.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in 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.

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 **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

Copyright, CNA All Rights Reserved.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

4002000476025100047988 5

Copyright, CNA All Rights Reserved.

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

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 : Lloyd's of London	15792
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	X CLAIMS-MADE ☐ OCCUR			SUAGP1657-2601	5/1/2026	5/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Lawyers Prof Liab						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	X OTHER: $25,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPL00442510P-01	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2026	5/1/2027	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/09/2026

Date Rec'd	8/11/2026		
Clerk's File #	OPR 2025-0693		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Contract amendment with Evans, Craven & Lackie, Spokane, WA, re Kershawn Grigsby, et al., v. City of Spokane Police Department, et. al. This amendment will increase contract by $50,000 for a contract total of $100,000.

Summary (Background)

The Kershawn Grigsby v. City of Spokane et. al. action seeks damages against the City and its agents' alleging violations of rights arising out of a traffic stop on a misidentified, yet similar vehicle wanted in relation to a drive by shooting.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** Risk - Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	SCHOEDEL, ELIZABETH	**PURCHASING**	PRINCE, THEA
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
CKerley@ecl-law.com	deigler@spokanecity.org
Zach.Ray@us.davies-group.com	sdhansen@spokanecity.org
rhulvey@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2025-0693

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CHRISTOPHER KERLEY,** and **EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of Kershawn Grigsby, et al., v. City of Spokane Police Department, et. al., Spokane County Superior Court No. 25-2-04306-32; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated September 29, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on July 1, 2026.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**. IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

EVANS CRAVEN & LACKIE, P.S.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

16-225

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 20, 2026

Professional Service Corporation

Unified Business ID #: 600288025
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12015116BUS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: ANSWERING PHONES, FILING PAPERS

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 600288025 001 0001

Expires: Mar 31, 2027

EVANS, CRAVEN & LACKIE, P.S.
818 W RIVERSIDE AVE
SPOKANE WA 99201-0916

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T12015116BUS - ACTIVE

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2026

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:	
Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED	INSURER B :	
Evans, Craven & Lackie Ps 818 W Riverside Ave Ste 250 Spokane WA 99201	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0409626125 **REVISION NUMBER:** 2016-03

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 [X] Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X		BZS60237410	07/01/2026	07/01/2027	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS60237410	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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		BZS60237410 - Stop Gap	07/01/2026	07/01/2027	[ ] 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

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

See Additional Remarks

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W. Spokane Falls Blvd Spokane WA 99201	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Curtis Luken

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 60237410

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Liberty Mutual Insurance	Evans, Craven & Lackie Ps 818 W Riverside Ave Ste 250 Spokane WA 99201
POLICY NUMBER	
BZS60237410	
CARRIER / **NAIC CODE**	
Ohio Security Insurance Company / 24082	**EFFECTIVE DATE:** 07/01/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 0025 **FORM TITLE:** 2016-03

Certificate Holder is Additional Insured if required by written contract or written agreement, subject to Businessowners Liability Extension, Blanket Additional Insured Provision. Ongoing Operations Coverage applies. Per Project General Aggregate limit applies. Per Location General Aggregate limit applies.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

SECTION	SUBJECT
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II – Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The $250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** for the cost of bail bonds is replaced by a $3,000 limit.

2. The $250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a $500 limit.

© 2016 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions – Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions – Applicable To Business Liability Coverage – Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

(1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

(1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

(2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.

(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

a. Currently in effect or becoming effective during the term of this policy; and

b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

© 2016 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. The insurance afforded to the additional insured is limited as follows:

a. The person or organization is only an additional insured with respect to liability arising out of:

(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and

(2) Caused in whole or in part by your ongoing operations performed for that insured.

b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

c. The insurance afforded to the additional insured does not apply to:

(1) Liability arising out of the sole negligence of the additional insured;

(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or

(4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;

2. Section **A.1. Business Liability** does not apply to:

a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and

b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

3. Records and descriptions of operations must be maintained by the first Named Insured.

© 2016 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits** Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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

1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** 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, except in connection with construction or demolition operations on or within 50 feet of a railroad;

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

e. An elevator maintenance agreement;

© 2016 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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 a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) 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; or

(3) 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 **(2)** above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

b. Malicious prosecution or abuse of process;

© 2016 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

P.O. Box 9169, Missoula, MT 59807-9169
(800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416
www.alpsinsurance.com

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

DATE: 07/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

NAMED INSURED:	CERTIFICATE HOLDER:
Evans, Craven & Lackie, P.S. 818 W. Riverside Avenue, Suite 250 Spokane, WA 99201-0910	City of Spokane Attn: Shiela Hanson 808 W. Spokane Falls Blvd. Spokane, WA 99201

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE ALPS WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON ALPS, ITS AGENTS OR REPRESENTATIVES COVERAGES.

THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE COVERAGE DATE	LIMIT OF LIABILITY
LAWYERS PROFESSIONAL LIABILITY CLAIMS MADE	ALPS20554- 10	07/17/2026	07/17/2027	07/17/1978	EACH CLAIM $6,000,000 AGGREGATE $6,000,000

DEDUCTIBLE:

EACH CLAIM $25,000

THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE AND THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.

ENDORSEMENTS LISTED ON THE DECLARATION AT INCEPTION:

Excluded Entity(s)

LAW OFFICE LOCATED: 818 W. Riverside Avenue, Suite 250
Spokane, WA 99201-0910

P.O. Box 9169, Missoula, MT 59807-9169
(800) 367-2577 | (406) 728-3113 | Fax: (406) 728-7416
www.alpsinsurance.com

AUTHORIZED REPRESENTATIVE
ALPS PROPERTY & CASUALTY INSURANCE COMPANY

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Consent

Council Meeting Date: 09/09/2026

Date Rec'd	8/7/2026		
Clerk's File #	OPR 2023-1095		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	CR 28873
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL 3 OF 4 WITH CLEAN ENERGY CORP.		

Agenda Wording

Contract Renewal 3 of 4 for Clean Energy Corp, Newport Beach, CA for up to $250,000 for the repair and maintenance of Solid Waste Collection CNG fueling site.

Summary (Background)

Solid Waste Collection's CNG fueling site requires frequent repair and maintenance to ensure uninterrupted service and safety. Clean Energy Corp is a sole source provider of service and parts for the facility. Contract cost is based on total monthly diesel gallon equivalent of CNG compression and issuance at the site and is not to exceed $250,000 per year.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Cost and service information is monitored by Fleet Services for future analysis.

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

Aligns with city Centralized Fleet Management Policy and SMC 7.06.175A.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 250,000
Current Year Cost	$ 250,000
Subsequent Year(s) Cost	$ 250,000

Narrative

Clean Energy has been approved by Resolution as a Sole Source provider for parts and service of CNG site equipment.

Amount		Budget Account
Expense	$ 250,000	# 5100-71600-48348-54201-55681
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	GIDDINGS, RICHARD	**PURCHASING**	NECHANICKY, JASON
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org
ssclark@spokanecity.org	fleetservicesaccounting@spokanecity.org

City Clerk's No. OPR 2023-1095

City of Spokane

CONTRACT RENEWAL
3 of 4

Title: OPERATION AND MAINTENANCE SERVICES FOR CNG SITE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP.,** whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Operation and Maintenance Services for the CNG Site, which is stated in the Contractor's September 15, 2023, Proposal attached to the original contract; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the third of those renewals;

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

1. CONTRACT DOCUMENTS.
The original Contract, dated December 18, 2023, and December 19, 2023, any previous amendment, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on October 1, 2026, and shall end September 30, 2027.

3. COMPENSATION.
The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRTED FIFTY THOUSAND AND 00/100 ($250,000.00)**, plus sales tax if applicable, 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.

CLEAN ENERGY dba CLEAN ENERGY CORP.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

26-212

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 16, 2026

Profit Corporation

Unified Business ID #: 602224232
Business ID #: 001
Location: 0004
Expires: Dec 31, 2026

CLEAN ENERGY DBA CLEAN ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602224232 001 0004

CLEAN ENERGY DBA CLEAN ENERGY CORP.
CLEAN ENERGY CORP.
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660-1895

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Dec 31, 2026

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

Docusign Envelope ID: 43173887-CDEA-4376-9503-61BFA831E563

CLEAENE-05 CMELENDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2026

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

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

PRODUCER License # 0757776
HUB International Insurance Services Inc.
4695 MacArthur Court
Suite 600
Newport Beach, CA 92660

CONTACT NAME: Claudia Melendez
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: claudia.melendez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Pacific Indemnity Company	20346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Clean Energy, a California corporation
dba: Clean Energy Corp.
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

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		35816898	11/30/2025	11/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		73521989	11/30/2025	11/30/2026	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	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE			79860791	11/30/2025	11/30/2026	AGGREGATE	$ 15,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		71736418	11/30/2025	11/30/2026	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: Maintenance Services Agmt at 915 North Nelson Street, Spokane, WA 99202 (Site #20369)
City of Spokane, its officers and employees are additional insured as respects general liability and auto liability, as required by written contract, subject to the terms and conditions of the policy and attached forms.
Excess liability is following form. Separation of Insureds applies. 30-day notice of cancellation, except 10 days for non-payment.

CERTIFICATE HOLDER

City of Spokane
915 North Nelson
Spokane, WA 99202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/09/2026

Date Rec'd	8/10/2026
Clerk's File #	CPR 2026-0002
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	REBECCA 625-6093
Contact E-Mail	RGRAYBEAL@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Council Sponsor(s)	
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	5600-CLAIMS-2026

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 08/28/2026. Total $7,762,532.87 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total $6,817,781.34.

Summary (Background)

Pages 1-38 Check numbers: 621733-621923 Credit Card numbers: 003481-003519 ACH payment numbers: 155945-156200 On file for review in City Clerks Office: 38 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	**$** 6,817,781.34	**#** Various
Select	**$**	**#**
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

ACCOUNTSPAYABLE@SPOKANECITY.ORG	

REPORT: PG3620 DATE: 08/31/26
SYSTEM: FMSAP APPROVAL FUND SUMMARY TIME: 06:31
USER: MANAGER PAGE: 1
RUN NO: 34

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	90,781.82
1100	STREET FUND	364,739.00
1200	CODE ENFORCEMENT FUND	4,730.74
1300	LIBRARY FUND	16,023.70
1330	MISCELLANEOUS GRANTS	206.42
1360	GENERAL FUND GRANTS	6,916.87
1380	SPOKANE SAFE STREETS FOR ALL	12,318.10
1400	PARKS AND RECREATION FUND	24,291.39
1425	AMERICAN RESCUE PLAN	4,238.58
1440	FIRE GRANTS MISCELLANEOUS	156.90
1460	PARKING METER REVENUE FUND	34,518.11
1500	PATHS AND TRAILS RESERVE FUND	35.72
1595	HEART FUND	1,421.43
1640	COMMUNICATIONS BLDG M&O FUND	26,932.89
1940	CHANNEL FIVE EQUIPMENT RESERVE	3,813.78
1950	PARK CUMULATIVE RESERVE FUND	8,144.30
1970	SPOKANE FIRE DEPARTMENT	139,939.45
1990	TRANSPORTATION BENEFIT FUND	539,046.65
3200	ARTERIAL STREET FUND	375,599.15
4100	WATER & HYDROELECTRIC SERVICES	295,252.29
4250	INTEGRATED CAPITAL MANAGEMENT	29,492.21
4300	WASTEWATER MANAGEMENT FUND	202,198.02
4480	SOLID WASTE FUND	582,278.71
4600	GOLF FUND	11,527.40
4700	DEVELOPMENT SERVICES	20,348.77
5100	FLEET SERVICES FUND	230,126.18
5110	FLEET SVCS EQUIP REPL FUND	64,647.41
5200	PUBLIC WORKS AND UTILITIES	3,975.87
5300	IT FUND	21,807.60
5310	IT CAPITAL REPLACEMENT FUND	23,334.13
5500	PURCHASING AND CONTRACTS	127.12
5600	ACCOUNTING SERVICES	783.89
5700	SPOKANE 311	186.51
5750	OFFICE OF PERFORMANCE MGMT	1,045.72
5800	RISK MANAGEMENT FUND	170,763.10
5810	WORKERS' COMPENSATION FUND	12,897.80
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	2,335,274.29
5900	FACILITIES MANAGEMENT FUND OPS	56,165.24
5901	ASSET MANAGEMENT FUND CAPITAL	1,196.55
5902	PROPERTY ACQUISITION POLICE	30.70
5903	PROPERTY ACQUISITION FIRE	427,435.18
6060	EMPLOYEES' RETIREMENT FUND	1,127.58
6070	FIREFIGHTERS' PENSION FUND	95,690.13
6080	POLICE PENSION FUND	49,233.42
6730	PARKING & BUSINESS IMPROV DIST	150,651.96
6920	CLAIMS CLEARING FUND	141.00
6960	SALARY CLEARING FUND NEW	1,759.11
	TOTAL:	6,443,852.89

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 34

DATE: 08/31/26
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. - 00621752	2,700.00
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CREDIT CARD PMT NO. - 70003514	5,168.80
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80155974	5,994.00
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156044	531.01
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80156044	708.29
Valvoline LLC 100 Valvoline Way	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00621833	532.00
TOTAL FOR 0020 - NONDEPARTMENTAL		15,634.10

0030 - OFFICE OF POLICE OMBUDS

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156004	65.75
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	444.18
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156044	299.99
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156151	85.70
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		895.62

0100 - GENERAL FUND

BRYTNEY STANLEY	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00621768	387.00
CHELSEY HEINDEL	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00621753	387.00

GLORIA OCHOA-BRUCK	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00621764	387.00
JACQUELINE VAN WORMER	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156102	2,237.80
KRISTIN O'SULLIVAN	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156049	387.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROB'S DEMOLITION 3810 E BOONE AVE SUITE 301	PERMIT REFUNDS PAYABLE CHECK NO. - 00621761	291.94
SARAH THOMPSON	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00621770	387.00
TANNEHILL ENTERPRISES INC 1316 S LINDEKE ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00621760	8,311.25
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80156044	188,499.99-
TOTAL FOR 0100 - GENERAL FUND		175,724.00-

0230 - CIVIL SERVICE

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621733	23.19
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80156044	2,671.58
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156044	195.94
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	39.80
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80156044	42.77
TOTAL FOR 0230 - CIVIL SERVICE		2,973.28

0260 - OFFICE OF THE CITY CLERK

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621885	32.48
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80156044	18.36
TOTAL FOR 0260 - OFFICE OF THE CITY CLERK		50.84

0300 - HUMAN SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	996.24
TOTAL FOR 0300 - HUMAN SERVICES		996.24

0320 - COUNCIL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00621895	547.17
JACKSON DEESE	PER DIEM	
	CHECK NO. - 00621887	166.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80156034	1,400.00
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	86.13
TOTAL FOR 0320 - COUNCIL		2,199.30

0330 - COMMUNICATIONS & MARKETING

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00621748	152.75
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156044	3,340.04
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156044	850.85
TOTAL FOR 0330 - COMMUNICATIONS & MARKETING		4,343.64

0370 - ENGINEERING SERVICES

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80156066	1,163.49
FRONTIER PRECISION	MACHINERY/EQUIPMENT	

	ACH PMT NO. - 80156128	27,264.10
FRONTIER PRECISION	MINOR EQUIPMENT	
	ACH PMT NO. - 80156128	3,450.40
FRONTIER PRECISION	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156128	1,649.60
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	877.11
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80156044	250.37
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	483.60
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	760.13
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	60.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156198	19.50
WASHINGTON AGGREGATES & CONCRETE ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00621899	231.00
TOTAL FOR 0370 - ENGINEERING SERVICES		36,209.31

0410 - FINANCE AND ADMINISTRATION

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621748	111.66
BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80155998	1,875.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80156044	71.34
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	12.38
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	42.59
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	350.00

TOTAL FOR 0410 - FINANCE AND ADMINISTRATION		2,462.97

0430 - GRANTS MANAGEMENT

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156044	51.14
TOTAL FOR 0430 - GRANTS MANAGEMENT		51.14

0470 - ARTS, CULTURE, & HISTORIC PRES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	126.91
TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES		126.91

0480 - OFFICE OF CIVIL RIGHTS

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621748	36.83
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		36.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0500 - OFFICE OF THE CITY ATTORNEY

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621733	31.70
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156116	306.73
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80155954	26.25
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CREDIT CARD PMT NO. - 70003491	5,840.10
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80156044	50.00
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80156044	50.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	734.03
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80155982	7,683.54

TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		14,722.35

0520 - OFFICE OF THE MAYOR

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621748	318.71
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156034	400.00
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156044	417.87
TOTAL FOR 0520 - OFFICE OF THE MAYOR		1,136.58

0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80156044	1,136.47
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	96.79
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156098	85.70
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,318.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0560 - MUNICIPAL COURT

ADMINISTRATIVE OFFICE OF THE COURTS	REGISTRATION/SCHOOLING CHECK NO. - 00621894	200.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00621885	446.64
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156147	2,467.24
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00621763	140.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80156044	39.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	547.21

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80156044	86.48
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156044	42.00
TOTAL FOR 0560 - MUNICIPAL COURT		3,969.48

0620 - HUMAN RESOURCES

BADGEPASS LLC	OPERATING SUPPLIES ACH PMT NO. - 80156108	2,072.90
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	26.09
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156098	42.85
TOTAL FOR 0620 - HUMAN RESOURCES		2,141.84

0650 - PLANNING SERVICES

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80156044	37.85
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	7.11
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	1,298.05
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	200.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES		1,543.01

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80156162	648.05
ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80156050	203.20
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE	

	ACH PMT NO. - 80155992	284.48
ANTHONY LAMANNA	TUITION REIMBURSEMENT	
	ACH PMT NO. - 80156157	2,560.00
ANYTIME TOWING & RECOVERY	TOWING EXPENSE	
	ACH PMT NO. - 80156055	853.44
APPLIED CONCEPTS	IF CAPITAL COMMISSIONING	
DBA STALKER RADAR	CHECK NO. - 00621898	1,049.87
APPLIED CONCEPTS INC	IF CAPITAL COMMISSIONING	
	ACH PMT NO. - 80156165	61.40
APPLIED CONCEPTS INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80156165	1,079.63
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00621748	7,578.86
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE	
	ACH PMT NO. - 80156056	812.80
CLARY LONGVIEW LLC	VEHICLES	
DBA BUD CLARY FORD/HYUNDAI	ACH PMT NO. - 80156173	50,184.06
DIVINES TOWING/DIV OF	TOWING EXPENSE	
DIVINE CORP	ACH PMT NO. - 80156068	650.24
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80156069	3,331.74
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80156071	799.96
HRA VEBA TRUST	HRA-POST EMPLOYMENT	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80156075	20,600.00
INLAND TOWING	TOWING EXPENSE	
A DIV OF SADIE ENTERPRISE LLC	CHECK NO. - 00621826	325.12
RENCORP REALTY LLC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156084	30,994.00
ROBERT EARL ALFORD	TOWING EXPENSE	
dba ALL SERVICE EAST TOWING	ACH PMT NO. - 80156163	731.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RODNEY D SANKEY dba	TOWING EXPENSE	
BULLDOG TOWING LLC	ACH PMT NO. - 80156059	162.56
SAN DIEGO POLICE EQUIPMENT	AMMUNITION	
COMPANY INC	ACH PMT NO. - 80156035	3,885.00
SPOKANE TOWING/DIV OF	TOWING EXPENSE	

NELCO SERVICES INC	ACH PMT NO. - 80156090	162.56
T-MOBILE	CELL PHONE	
	CHECK NO. - 00621771	7,455.86
US BANK P CARD PAYMENTS	BACKGROUND CHECKS	
	ACH PMT NO. - 80156044	661.31
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80156044	512.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	5,885.38
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80156044	46.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	987.39
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	8,678.42
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	2,352.76
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80156044	217.65
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80156044	1,406.61
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	1,862.92
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	46.20
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156044	161.27
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE	
	ACH PMT NO. - 80156101	365.76
TOTAL FOR 0680 - POLICE		157,599.24

0690 - COMMUNITY JUSTICE SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80155988	1,956.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BI INC	PROFESSIONAL SERVICES	

	CREDIT CARD PMT NO. - 70003508	12,586.94
KENNEDY BAILEY	PER DIEM	
	CHECK NO. - 00621749	327.00
SHARON OLIVER	PER DIEM	
	CHECK NO. - 00621765	327.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	51.30
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	669.00
WA STATE DEPT OF CORRECTIONS	WA DEPT OF CORRECTIONS	
SPOKANE WORK CREW	ACH PMT NO. - 80156152	608.00
	TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	16,525.84

0700 - PUBLIC DEFENDER

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80156044	34.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	129.32
	TOTAL FOR 0700 - PUBLIC DEFENDER	164.02

0750 - COMMUNITY/ECONOMIC DEV SVC

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	772.14
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	632.18
	TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC	1,404.32

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80155994	6,037.42
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00621895	491.53
AT&T MOBILITY	IT/DATA SERVICES	
	CHECK NO. - 00621895	598.32
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80156107	270,887.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80156107	185.19
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156113	5,526.00
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80155947	948.08
ENNIS FLINT INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156119	42,188.98
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80156015	1,748.97
FRANK GURNEY INC	REPAIRS/MAINTENANCE	
	CREDIT CARD PMT NO. - 70003497	10,875.09
PROVIDENCE OCCUPATIONAL	MEDICAL SERVICES	
MEDICINE SPOKANE DOWNTOWN	CHECK NO. - 00621766	285.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80155969	4,075.82
SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80155971	501.86
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80156044	225.61
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	1,048.29
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80156044	352.29
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	102.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	3,594.07
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	210.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80156044	296.44
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	1,678.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	2,378.83
US BANK P CARD PAYMENTS	SMALL TOOLS	

	ACH PMT NO. - 80156044	494.46
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80155978	70.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80155981	9,939.01
TOTAL FOR 1100 - STREET FUND		364,739.00

1200 - CODE ENFORCEMENT FUND

BLACK PEARL HOLDINGS	PERMIT REFUNDS PAYABLE	
102 E BALDWIN AVE	CHECK NO. - 00621897	60.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80156009	102.24
SHERWIN WILLIAMS CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80156036	1,132.12
SIMPLIFILE LC	LEGAL SERVICES	
	ACH PMT NO. - 80156195	1,247.84
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	128.17
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	34.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	920.77
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80156044	255.10
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80156044	850.45
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		4,730.74

1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80156044	347.81
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80156044	840.00
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80156044	328.15
US BANK P CARD PAYMENTS	IT/DATA SERVICES	
	ACH PMT NO. - 80156044	1,620.15
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS	
	ACH PMT NO. - 80156044	1,948.10
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	137.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	5,354.71
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	1,465.06
US BANK P CARD PAYMENTS	OTHER RECEIVABLES	
	ACH PMT NO. - 80156044	6.54
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80156044	2,166.45
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	395.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	854.44
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80156044	559.45

TOTAL FOR 1300 - LIBRARY FUND		16,023.70

1330 - MISCELLANEOUS GRANTS

PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	PROFESSIONAL SERVICES ACH PMT NO. - 80156088	206.42

TOTAL FOR 1330 - MISCELLANEOUS GRANTS		206.42

1360 - GENERAL FUND GRANTS

BRYTNEY STANLEY	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00621768	387.00-
BRYTNEY STANLEY	OPERATIONAL TRAVEL	
	CHECK NO. - 00621768	387.00
CHELSEY HEINDEL	GRANT CASH PASS THRU ACCOUNT	

	CHECK NO. - 00621753	387.00-
CHELSEY HEINDEL	OPERATIONAL TRAVEL	
	CHECK NO. - 00621753	387.00
GLORIA OCHOA-BRUCK	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00621764	387.00-
GLORIA OCHOA-BRUCK	OPERATIONAL TRAVEL	
	CHECK NO. - 00621764	387.00
JACQUELINE VAN WORMER	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80156102	2,237.80-
JACQUELINE VAN WORMER	OPERATIONAL TRAVEL	
	ACH PMT NO. - 80156102	2,237.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KRISTIN O'SULLIVAN	GRANT CASH PASS THRU ACCOUNT	
	ACH PMT NO. - 80156049	387.00-
KRISTIN O'SULLIVAN	OPERATIONAL TRAVEL	
	ACH PMT NO. - 80156049	387.00
SARAH THOMPSON	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00621770	387.00-
SARAH THOMPSON	OPERATIONAL TRAVEL	
	CHECK NO. - 00621770	387.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	132.54
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80156044	6,784.33
TOTAL FOR 1360 - GENERAL FUND GRANTS		6,916.87

1380 - SPOKANE SAFE STREETS FOR ALL

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00621884	6,616.78
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00621746	4,957.02
ALONA KRAVCHENKO 8820 N PAMELA ST APT 1	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00621755	290.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156167	254.16
JAMES CARLSON	PHOTO RED FINES	

5723 E UPRIVER DR	CHECK NO. - 00621757	85.14
PATRICK KEZER	PHOTO RED FINES	
4305 W REESE CT	CHECK NO. - 00621889	50.00
SHERRILL MACKELVIE	SCHOOL ZONE SPEED CAMERA FINE	
707 E MISSION AVE APT 205	CHECK NO. - 00621756	65.00

TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL		12,318.10

1400 - PARKS AND RECREATION FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80156044	3,650.36
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	233.19
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156044	171.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	1,314.06
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80156044	167.52
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80156044	637.44
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	38.16
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	691.76
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	11,395.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	1,100.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80156044	41.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES	
	ACH PMT NO. - 80156044	910.46
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	3,204.05
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	

	ACH PMT NO. - 80156044	75.60
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80156044	661.12
TOTAL FOR 1400 - PARKS AND RECREATION FUND		24,291.39

1425 - AMERICAN RESCUE PLAN

BERK CONSULTING INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156168	1,720.12
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156044	2,518.46
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		4,238.58

1440 - FIRE GRANTS MISCELLANEOUS

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	156.90
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		156.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1460 - PARKING METER REVENUE FUND

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80156183	1,777.50
ELECTRONIC DATA COLLECTION CORPORATION	POSTAGE ACH PMT NO. - 80156183	924.25
ELECTRONIC DATA COLLECTION CORPORATION	PRINTING/BINDING/REPRO ACH PMT NO. - 80156183	799.80
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156183	13,056.81
INTERMOUNTAIN SIGN & SAFETY INC	OPERATING SUPPLIES ACH PMT NO. - 80156076	4,130.53
MACKAY METERS INC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156189	13,185.83
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80156044	97.98
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80156044	9.27

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80156044	14.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	23.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80156044	48.60
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	450.00
TOTAL FOR 1460 - PARKING METER REVENUE FUND		34,518.11

1500 - PATHS AND TRAILS RESERVE FUND

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621895	35.72
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		35.72

1595 - HEART FUND

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	1,421.43
TOTAL FOR 1595 - HEART FUND		1,421.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155946	12,567.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80155946	794.46
CENTURYLINK	TELEPHONE CHECK NO. - 00621735	92.99
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80156120	3,008.00
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00621891	212.75
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00621738	3,392.00

US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156044	50.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	6,814.75
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		26,932.89

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	3,801.80
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156044	11.98
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		3,813.78

1950 - PARK CUMULATIVE RESERVE FUND

BUDINGER & ASSOCIATES INC	OTHER CAPITALIZED COSTS	
	ACH PMT NO. - 80156109	1,505.80
BUDINGER & ASSOCIATES INC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80156109	1,011.50
COFFMAN ENGINEERS INC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80156175	5,627.00
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		8,144.30

1970 - SPOKANE FIRE DEPARTMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

A TO Z RENTALS	OPERATING RENTALS/LEASES	
	CHECK NO. - 00621745	195.33
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003492	107.50
ALASKA RUBBER GROUP INC DBA ARG INDUSTRIAL	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003507	771.90
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80155991	32.18
ARISTATEK INC	SOFTWARE (NONCAPITALIZED)	

	ACH PMT NO. - 80156166	3,495.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80155946	23,447.05
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80155946	3,644.34
CAR WASH PARTNERS LLC	VEHICLE REPAIRS/MAINT	
DBA MR CAR WASH	ACH PMT NO. - 80155964	304.00
CARSON BROWN	PER DIEM	
	CHECK NO. - 00621734	103.00
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00621735	152.83
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80156176	35,313.09
CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80155949	1,133.78
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156065	450.00
DELOZA, JAY	REGISTRATION/SCHOOLING	
CITY EMPLOYEE # 26320	CHECK NO. - 00621737	130.00
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80156120	4,352.00
ERIC STAGGS	PER DIEM	
	ACH PMT NO. - 80156159	112.00
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80156122	178.92
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80156124	1,884.39
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156124	146.62
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80156015	86.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80156071	21.89
FRANCIS AVENUE HARDWARE	OPERATING SUPPLIES	
dba ACE ON FRANCIS	ACH PMT NO. - 80156073	200.99
FRED'S APPLIANCE INC	MINOR EQUIPMENT	

	CHECK NO. - 00621824	1,812.12
GALLS LLC	CLOTHING	
	CREDIT CARD PMT NO. - 70003511	1,479.07
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS	
	CREDIT CARD PMT NO. - 70003511	84.47
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80156129	986.34
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIRS/MAINT	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80156129	3,956.34
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80155954	61.25
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY	
	CREDIT CARD PMT NO. - 70003486	3,227.58
JASON WEBSTER	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80155987	827.88
JASON WEBSTER	PER DIEM	
	ACH PMT NO. - 80155987	103.00
JEFFREY R HARRIS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80155984	348.74
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80156134	545.27
KYLE CHASE	PER DIEM	
	ACH PMT NO. - 80156156	112.00
MICHAEL VAUGHAN	LODGING	
	ACH PMT NO. - 80155986	466.23
MICHAEL VAUGHAN	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80155986	1,063.58
MICHAEL VAUGHAN	PER DIEM	
	ACH PMT NO. - 80155986	1,505.00
NAPA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	
GENUINE PARTS CO	ACH PMT NO. - 80155965	52.74
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
GENUINE PARTS CO	ACH PMT NO. - 80155965	1,647.13
NATHAN MULKEY	PER DIEM	
	ACH PMT NO. - 80156158	127.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	OPERATING SUPPLIES	

	CREDIT CARD PMT NO. - 70003499	1,013.96
NORCO INC	SAFETY SUPPLIES	
	CREDIT CARD PMT NO. - 70003512	80.80
NORTHSTAR CLEAN CONCEPTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80155966	217.18
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00621772	970.94
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00621772	1,387.28
PATRICK BURCHELL	PER DIEM	
	ACH PMT NO. - 80156155	112.00
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80155967	4,639.48
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80155967	946.98
ROYCE SHIELDS LLC	PERSONAL PROTECTIVE EQUIPMENT	
	CHECK NO. - 00621767	609.87
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00621738	4,078.63
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT	
	ACH PMT NO. - 80156089	15,000.00
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY	
	CREDIT CARD PMT NO. - 70003513	572.33
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00621769	477.31
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00621769	383.66
US BANK P CARD PAYMENTS	BANK FEES	
	ACH PMT NO. - 80156044	117.30
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80156044	554.35
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80156044	195.42
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	2,293.12
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80156044	60.16
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80156044	212.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80156044	65.44
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	599.78
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80156044	3,099.46
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	676.77
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80156044	1,151.23
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80156044	208.17
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80156044	48.84
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156044	2,061.73
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156044	101.68
US BANK P CARD PAYMENTS	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80156044	101.50
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156044	1,708.74
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155957	1,132.08
WHEELER INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156153	392.40
	TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT	139,939.45

1990 - TRANSPORTATION BENEFIT FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00621746	5,395.14
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156193	533,651.51
	TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND	539,046.65

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00621821	25,904.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SELLAND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156192	346,027.87
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80155981	3,667.04
TOTAL FOR 3200 - ARTERIAL STREET FUND		375,599.15

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80155989	11,620.92
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156054	2,805.20
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003516	1,704.41
Circle of Wealth Fund III LLC 701 E Front Ave 2nd Floor	REFUNDS CHECK NO. - 00621828	131.39
City of Spokane Treasury 808 W Spokane Falls Blvd	REFUNDS CHECK NO. - 00621838	200.81
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003494	173,009.69
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156004	357.31
Conservice PO Box 4698	REFUNDS CHECK NO. - 00621827	44.91
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80156064	2,285.65
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156070	1,097.55
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80156125	13,279.68
FERGUSON ENTERPRISES INC	OPERATING SUPPLIES ACH PMT NO. - 80156018	2,771.31
FIRSTLINE COMMUNICATIONS INC	CONSTRUCTION OF FIXED ASSETS	

DBA ALL PHASE NETWORK, ACCESS	ACH PMT NO. - 80156072	7,914.11
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80156022	4,042.97
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156022	1,031.00
Homefront LLC	REFUNDS	
PO Box 792	CHECK NO. - 00621830	184.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

IDEXX DISTRIBUTION GROUP	CHEMICAL/LAB SUPPLIES	
IDEXX LABORATORIES INC	ACH PMT NO. - 80156131	1,254.80
LINDE GAS & EQUIPMENT INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00621762	321.56
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80156081	3,406.10
NORFOLK IRON & METAL CO	REPAIR & MAINTENANCE SUPPLIES	
DBA CDA METALS	CHECK NO. - 00621751	3,378.84
OXARC LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80156144	5,126.57
PBA Property Management	REFUNDS	
10019 E Knox Ave	CHECK NO. - 00621832	6.98
Sharron Ost	REFUNDS	
43043 Green Canyon Rd E	CHECK NO. - 00621829	146.97
SPOKANE POWER TOOL & HDWE	POWER TOOLS/EQUIPMENT	
	CREDIT CARD PMT NO. - 70003503	1,853.61
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70003506	1,297.72
Tony Eugene Guerrero Personal	REFUNDS	
21401 W Blue Heron Rd	CHECK NO. - 00621831	210.77
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156044	2,053.09
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80156044	614.30
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	1,003.01
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80156044	757.12
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80156044	1,236.90
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80156044	1,332.82
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	2,808.48
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	343.67
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	17.45
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80156044	896.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	1,260.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	29,476.40
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156044	21.82
VAN NESS FELDMAN LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156097	1,882.00
WASHINGTON CRANE & HOIST LLC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156100	11,782.80
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00621841	280.50
TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES		295,252.29

4250 - INTEGRATED CAPITAL MANAGEMENT

FERGUSON ENTERPRISES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80156018	20,382.06
KITTELSON & ASSOCIATES INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80156026	541.28
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80156188	5,518.00
ROBERT DUFF	PROFESSIONAL SERVICES	
DBA JBD ELEMENTAL LLC	ACH PMT NO. - 80156132	2,625.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80156044	18.84
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156044	227.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	180.03
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		29,492.21

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156104	2,482.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80156167	2,813.94
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80156167	167.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80156066	3,301.20
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156000	763.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	185.58
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	6,667.62
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	60.01
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	981.87
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80156044	908.99
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80156044	39.24
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		18,372.48

4320 - RIVERSIDE PARK RECLAMATION FAC

AIR COMMODITIES INC	OPERATING SUPPLIES	

DBA ACI MECHANICAL & HVAC	ACH PMT NO. - 80156103	381.85
ALS LABORATORY GROUP	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156164	130.00
ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80155990	4,508.00
APPLIED CONTROL EQUIPMENT LLLP	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80155993	3,069.52
ATS INLAND NW LLC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80155995	12,650.51
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80156167	313.32
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80156167	15.75
BRANOM OPERATING COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES	
BRANOM INSTRUMENT COMPANY	CREDIT CARD PMT NO. - 70003515	3,723.12
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00621896	64.99
CLARY LONGVIEW LLC	VEHICLES	
DBA BUD CLARY FORD/HYUNDAI	ACH PMT NO. - 80156061	70,259.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80156114	5,085.19
CUESTA SPRINGS ICE COMPANY OF	OPERATING SUPPLIES	
IDAHO LLC	ACH PMT NO. - 80156007	37.48
ENDRESS+HAUSER INC	OPERATING SUPPLIES	
C/O FIELD INSTRUMENTS & CONTRO	CREDIT CARD PMT NO. - 70003510	979.56
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80156121	3,702.50
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156015	63.30
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80156016	124.84
FISHER ROSEMOUNT SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES	
DBA EMERSON LLLP	ACH PMT NO. - 80156011	26,139.93
FISHER SCIENTIFIC	OPERATING SUPPLIES	
	ACH PMT NO. - 80156020	2,426.25
GORLEY LOGISTICS LLC	LAUNDRY/JANITORIAL SERVICES	

dba FIKES NORTHWEST	ACH PMT NO. - 80156126	61.25
INDUSTRIAL SERVICE SOLUTIONS	REPAIR & MAINTENANCE SUPPLIES	
LLC	ACH PMT NO. - 80156024	21,266.39
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80156025	234.58
OXARC LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156144	3,212.31
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT	
	ACH PMT NO. - 80156044	180.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	229.61
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	13,824.50
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	1,285.54
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80156044	3,806.87
W W GRAINGER INC	OPERATING SUPPLIES	
DBA GRAINGER	ACH PMT NO. - 80156130	3,438.36
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		181,215.38

4330 - STORMWATER

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80156167	2,470.60
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80156167	47.31
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00621896	92.25
TOTAL FOR 4330 - STORMWATER		2,610.16

4480 - SOLID WASTE FUND

PBA Property Management	REFUNDS	
10019 E Knox Ave	CHECK NO. - 00621832	18.26

TOTAL FOR 4480 - SOLID WASTE FUND 18.26

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00621747	30,123.37
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80155999	144.01
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156085	3,909.60
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003516	11,539.10
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003495	383.30
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003495	3,305.96
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156015	691.53
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80156015	671.38
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156015	243.50
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80156015	114.57
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80156019	347,049.63
HUNTER INDUSTRIAL DBA CAPITAL INDUSTRIAL	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00621825	125,851.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155959	5,175.28
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156029	8,862.74
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80156086	818.25
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80155973	435.60
UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE	

		ACH PMT NO. - 80156095	11,590.56
US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL		
		ACH PMT NO. - 80156044	463.68
US BANK P CARD PAYMENTS	MINOR EQUIPMENT		
		ACH PMT NO. - 80156044	454.51
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT		
		ACH PMT NO. - 80156044	1,652.98
US BANK P CARD PAYMENTS	OFFICE SUPPLIES		
		ACH PMT NO. - 80156044	350.13
US BANK P CARD PAYMENTS	OPERATING SUPPLIES		
		ACH PMT NO. - 80156044	4,861.40
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP		
		ACH PMT NO. - 80156044	580.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT		
		ACH PMT NO. - 80156044	523.49
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO		
		ACH PMT NO. - 80156044	703.70
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES		
		ACH PMT NO. - 80156044	9,772.29
US BANK P CARD PAYMENTS	SMALL TOOLS		
		ACH PMT NO. - 80156044	702.68
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE		
		ACH PMT NO. - 80156044	503.12
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL		571,478.06

4500 - SOLID WASTE COLLECTION

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES		
		ACH PMT NO. - 80156009	68.16
US BANK P CARD PAYMENTS	OFFICE SUPPLIES		
		ACH PMT NO. - 80156044	119.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES		
		ACH PMT NO. - 80156044	826.91
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING		
		ACH PMT NO. - 80156044	1,500.00
US BANK P CARD PAYMENTS	SAFETY SUPPLIES		

	ACH PMT NO. - 80156044	540.83
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80156044	200.73
TOTAL FOR 4500 - SOLID WASTE COLLECTION		3,256.17

4530 - SOLID WASTE LANDFILLS

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES	
	CREDIT CARD PMT NO. - 70003516	154.92
COFFMAN ENGINEERS INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80156175	5,596.50
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156044	90.75
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	1,396.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	287.68
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		7,526.22

4600 - GOLF FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80156044	244.02
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80156044	1,581.43
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	132.99
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156044	846.80
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	804.37
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	958.19
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156044	6,959.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND		11,527.40

4700 - DEVELOPMENT SERVICES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621895	454.78
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00621895	449.80
BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156168	5,860.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80156009	102.24
UBRAN EMPIRE HOMES LLC 23403 E MISSION #207	PERMIT REFUNDS PAYABLE CHECK NO. - 00621759	4,861.32
URBAN EMPIRE HOMES LLC 23403 E MISSION #207	PERMIT REFUNDS PAYABLE CHECK NO. - 00621758	4,861.32
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80156044	209.55
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	996.29
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	1,889.03
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156044	300.44
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	364.00
TOTAL FOR 4700 - DEVELOPMENT SERVICES		20,348.77

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80155946	325.65
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003516	4,604.64
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156114	106,606.18
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155951	432.62
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156117	1,623.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80156122	696.05
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156127	46,176.70
JEFF L ROGERS DBA JEFFS CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156133	589.02
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80155962	926.89
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156141	120.01
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156143	3,634.02
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156145	133.75
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156148	13,915.38
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156148	34,757.27
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156150	12,144.14
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80156044	45.76
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	2,771.14
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80156044	149.67
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80155977	85.70
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00621886	252.48
WILLIAM DIONNE	PERMITS/OTHER FEES ACH PMT NO. - 80155983	136.00
TOTAL FOR 5100 - FLEET SERVICES FUND		230,126.18

5110 - FLEET SVCS EQUIP REPL FUND

CLARY LONGVIEW LLC	VEHICLES	

DBA BUD CLARY FORD/HYUNDAI	ACH PMT NO. - 80156061	64,647.41
	TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND	64,647.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

AT&T MOBILITY	CELL PHONE CHECK NO. - 00621822	74.44
CANON USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00621823	7.38
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156004	152.13
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80156006	211.65
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80156009	340.80
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156040	2,851.38
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	108.17
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80156044	24.20
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	120.02
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156098	85.70
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	3,975.87

5300 - IT FUND

CHRISTOPHER MCDONALD	PER DIEM CHECK NO. - 00621834	316.00
COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO. - 80156115	7,746.10
DELBERT MURPHY	AIRFARE CHECK NO. - 00621836	794.80
DELBERT MURPHY	LODGING CHECK NO. - 00621836	745.83

DELBERT MURPHY	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00621836	443.57
DELBERT MURPHY	PER DIEM CHECK NO. - 00621836	316.00
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80156008	1,513.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80156142	2,250.00
PHILLIP R JENKINS	AIRFARE CHECK NO. - 00621888	478.80
PHILLIP R JENKINS	PER DIEM CHECK NO. - 00621888	316.00
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO. - 80156033	1,749.14
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80156034	1,000.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80156044	828.85
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80156044	41.50
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80156044	1,106.03
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80156044	2,161.21
	TOTAL FOR 5300 - IT FUND	21,807.60

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80156066	23,334.13
	TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	23,334.13

5500 - PURCHASING AND CONTRACTS

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	

	ACH PMT NO. - 80156044	84.27
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80156151	42.85
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		127.12

5600 - ACCOUNTING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	678.89
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156044	105.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5600 - ACCOUNTING SERVICES		783.89

5700 - SPOKANE 311

LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS	
	ACH PMT NO. - 80156135	86.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	99.78
TOTAL FOR 5700 - SPOKANE 311		186.51

5750 - OFFICE OF PERFORMANCE MGMT

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80156066	1,045.72
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		1,045.72

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80156096	170,763.10
TOTAL FOR 5800 - RISK MANAGEMENT FUND		170,763.10

5810 - WORKERS' COMPENSATION FUND

DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION	

	ACH PMT NO. - 80156118	309.00
PENSER NORTH AMERICA INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00621890	12,540.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	48.55
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		12,897.80

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80156146	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		500.00

5830 - EMPLOYEES BENEFITS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	CONTRACTUAL SERVICES ACH PMT NO. - 80156105	17,000.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80156067	15,425.63
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156181	44,021.63
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	DEPOSIT-HEALTH CARE ACCOUNT ACH PMT NO. - 80156075	93,401.52
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80156077	79,940.41
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80156187	102,829.75
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80156077	35,271.50
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80156083	63,292.95
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80156082	964,765.84
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80156149	456.00
SPOKANE FIRE FIGHTERS BENEFIT	INSURANCE PREMIUMS	

TRUST	ACH PMT NO. - 80156089	916,530.00
WA ST DEPT OF ENTERPRISE SERVICES	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80156099	2,339.06
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		2,335,274.29

5900 - FACILITIES MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80156053	720.06
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156106	27,599.48
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80156106	374.18
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156002	1,914.98
CARAHSOFT TECHNOLOGY CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156112	345.41
CENTURYLINK	TELEPHONE CHECK NO. - 00621750	420.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FELTON FIRE SERVICE LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156017	554.23
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156139	7,173.33
MEGAMATION LLC	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80156140	1,298.30
MOVHER LLC	MISC SERVICES/CHARGES ACH PMT NO. - 80156080	2,176.01
NW MUSEUM OF ARTS & CULTURE/ DIV OF EASTERN WA STATE	OPERATING RENTALS/LEASES ACH PMT NO. - 80156028	867.35
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00621892	634.44
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00621840	261.84
RIVER CITY GLASS INC	BUILDING REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70003490	760.43
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80156044	3,148.17
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	0.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80156044	1,223.45
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156044	6,693.13
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		56,165.24

5901 - ASSET MANAGEMENT FUND CAPITAL

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80156044	1,089.99
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80156044	106.56
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		1,196.55

5902 - PROPERTY ACQUISITION POLICE

APPLIED CONCEPTS INC	IF CAPITAL COMMISSIONING	
	ACH PMT NO. - 80156165	30.70
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		30.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5903 - PROPERTY ACQUISITION FIRE

CAMTEK INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80156111	424,888.22
COAXSHER INC	MINOR EQUIPMENT	
	CREDIT CARD PMT NO. - 70003483	2,546.96
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		427,435.18

6100 - RETIREMENT

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80156044	18.50
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80156044	63.81

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80156044	221.71
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80156044	23.56
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80156044	800.00
TOTAL FOR 6100 - RETIREMENT		1,127.58

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80156105	3,583.32
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80156067	1,018.64
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156181	901.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80156083	6,262.20
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156082	83,924.97
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		95,690.13

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80156105	3,583.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80156067	823.90
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156181	1,122.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80156083	4,920.30
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156082	38,783.90

TOTAL FOR 6300 - POLICE PENSION		49,233.42

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80156110	150,651.96
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		150,651.96

6920 - CLAIMS CLEARING FUND

WILLIAM JACKSON 1933 E DALKE AVENUE	ACCOUNTS PAYABLE CHECK NO. - 00621835	141.00
TOTAL FOR 6920 - CLAIMS CLEARING FUND		141.00

6960 - SALARY CLEARING FUND NEW

VALLEY EMPIRE COLLECTION	VALLEY EMPIRE COLLECTION CHECK NO. - 00621839	1,759.11
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		1,759.11

TOTAL CLAIMS	6,443,852.89

REPORT: PG3640 CITY OF SPOKANE DATE: 08/31/26
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL TIME: 06:32
USER: MANAGER PAGE: 1
RUN NO: 34

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00621733	AT&T MOBILITY	54.89		
00621734	CARSON BROWN	103.00		
00621735	CENTURYLINK	245.82		
00621736	WATERCO OF THE PACIFIC NORTH	126.24		
00621737	DELOZA, JAY	130.00		
00621738	SPOKANE CITY TREASURER	7,470.63		
00621739	RPY LLC			7,238.00
00621740	CENTURYLINK			219.54
00621741	CENTURYLINK COMMUNICATIONS I			526.93
00621742	MIRACLE PLAYSYSTEMS II, LLC			6,991.14
00621743	MOBIUS SPOKANE			240.00
00621744	NW SEED & PET INC			111.22
00621745	A TO Z RENTALS	195.33		
00621746	ABADAN REPROGRAPHICS	16,821.78		
00621747	AIRGAS SPECIALTY PRODUCTS IN	30,123.37		
00621748	AT&T MOBILITY	8,198.81		
00621749	KENNEDY BAILEY	327.00		
00621750	CENTURYLINK	420.45		
00621751	NORFOLK IRON & METAL CO	3,378.84		
00621752	DANIEL J LORD-FLYNN	2,700.00		
00621753	CHELSEY HEINDEL	387.00		
00621754	INLAND TOWING	162.56		
00621755	ALONA KRAVCHENKO	290.00		
00621756	SHERRILL MACKELVIE	65.00		
00621757	JAMES CARLSON	85.14		
00621758	URBAN EMPIRE HOMES LLC	4,861.32		
00621759	UBRAN EMPIRE HOMES LLC	4,861.32		
00621760	TANNEHILL ENTERPRISES INC	8,311.25		
00621761	ROB'S DEMOLITION	291.94		
00621762	LINDE GAS & EQUIPMENT INC	321.56		
00621763	TAISIA MOGA	140.00		
00621764	GLORIA OCHOA-BRUCK	387.00		
00621765	SHARON OLIVER	327.00		
00621766	PROVIDENCE OCCUPATIONAL	285.00		
00621767	ROYCE SHIELDS LLC	609.87		
00621768	BRYTNEY STANLEY	387.00		
00621769	SWANSON'S REFRIGERATION &	860.97		
00621770	SARAH THOMPSON	387.00		
00621771	T-MOBILE	7,455.86		
00621772	OVERHEAD DOOR CORPORATION	2,358.22		
00621773	DISCOUNT LUMBER & BUILDING			483.68
00621774	GOLF CARS ETC/DIV OF H A V I			79.85
00621775	HAJOCA CORPORATION			51.19
00621776	KELLER SUPPLY COMPANY			72.82
00621777	LYNNETTE ALLRED			14.00
00621778	DEBRA BAKER			37.00
00621779	DEBRA BAKER			33.00
00621780	DEBRA BAKER			29.00
00621781	DEBRA BAKER			34.00
00621782	BRENDA BRAY			29.00
00621783	TACOS CAMARGO			100.00
00621784	JACQUI CRISSEY			14.50
00621785	MARY FRUCHTER			210.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00621786	LESLEY MCGILL			56.00
00621787	DANNI ORNE			29.00
00621788	BRENT STANYER			12.00
00621789	PATRICIA WESTMORELAND			5.00
00621790	PATRICIA WESTMORELAND			5.00
00621791	PATRICIA WESTMORELAND			5.00
00621792	PATRICIA WESTMORELAND			5.00
00621793	PATRICIA WESTMORELAND			5.00
00621794	PATRICIA WESTMORELAND			5.00
00621795	RYANN WILLIAMS			29.00
00621796	ERICA CHAVEZ			63.50
00621797	JUSTIN CRAIG			500.00
00621798	JESSICA GERDES			7.25
00621799	ELMER HEAGY			279.00
00621800	LAMB FAMILY HOME			279.00
00621801	MARIA LEONARD			58.00
00621802	MARIA LEONARD			7.25
00621803	BRIANNA ROLLINS			7.25
00621804	BRIANNA ROLLINS			7.25
00621805	BRIANNA ROLLINS			7.25
00621806	BRIANNA ROLLINS			7.25
00621807	RYAN SMITH			58.00
00621808	LAUREL WHEELER			279.00
00621809	AIMEE CYR			24.00
00621810	AIMEE CYR			32.00
00621811	JENNA HAMERS			32.00
00621812	ANNA HAZEL			24.00
00621813	ANNA HAZEL			24.00
00621814	ELMER HEAGY			38.00
00621815	HILLYARD SENIOR CENTER			33.33
00621816	LACEY OLSON			24.00
00621817	LACEY OLSON			24.00
00621818	EMILY SILCOCK			24.00
00621819	G & W SUPPLY			24.99
00621820	FIRST RESPONDER OUTFITTER IN			106.91
00621821	ABADAN REPROGRAPHICS	19,434.62		
00621822	AT&T MOBILITY	74.44		
00621823	CANON USA INC	7.38		
00621824	FRED'S APPLIANCE INC	1,812.12		
00621825	HUNTER INDUSTRIAL	125,851.70		
00621826	INLAND TOWING	162.56		
00621827	Conservice	44.91		
00621828	Circle of Wealth Fund III LL	131.39		
00621829	Sharron Ost	146.97		
00621830	Homefront LLC	184.19		
00621831	Tony Eugene Guerrero Persona	210.77		
00621832	PBA Property Management	25.24		

00621833	Valvoline LLC	532.00
00621834	CHRISTOPHER MCDONALD	316.00
00621835	WILLIAM JACKSON	141.00
00621836	DELBERT MURPHY	2,300.20
00621837	ORKIN	475.83
00621838	City of Spokane Treasury	200.81

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00621839	VALLEY EMPIRE COLLECTION	1,759.11		
00621840	OVERHEAD DOOR CORPORATION	261.84		
00621841	WHITWORTH WATER DISTRICT NO	280.50		
00621842	CASCADE TRADES LLC			2,915.92
00621843	SPECIALTY PUMP SERVICES INC			11,597.33
00621844	CAREER PATH SERVICES	5,974.62		
00621884	ABADAN REPROGRAPHICS	6,616.78		
00621885	AT&T MOBILITY	479.12		
00621886	WATERCO OF THE PACIFIC NORTH	126.24		
00621887	JACKSON DEESE	166.00		
00621888	PHILLIP R JENKINS	794.80		
00621889	PATRICK KEZER	50.00		
00621890	PENSER NORTH AMERICA INC	12,540.25		
00621891	POINTE PEST CONTROL	212.75		
00621892	ORKIN	158.61		
00621893	SPOKANE REGIONAL HEALTH DIST	936.92		
00621894	ADMINISTRATIVE OFFICE OF THE	200.00		
00621895	AT&T MOBILITY	2,577.32		
00621896	CENTURYLINK	157.24		
00621897	BLACK PEARL HOLDINGS	60.00		
00621898	APPLIED CONCEPTS	1,049.87		
00621899	WASHINGTON AGGREGATES &	231.00		
00621900	BULL MOUNTAIN CONTRUCTION			74,984.00
00621901	FLANAGAN VENTURES LLC			8,020.00
00621902	LAUREN CATALDO			24.00
00621903	LAUREN CATALDO			24.00
00621904	DANIELA CERVARICH			16.00
00621905	AMANDA DIXON			60.00
00621906	EGG ROLL EXPRESS & TERIYAKI			120.00
00621907	ERICA LARKIN			44.00
00621908	ERICA LARKIN			29.00
00621909	ANNALISA LUNG			7.25
00621910	DEIDRE MELANSON			59.00
00621911	DEIDRE MELANSON			59.00
00621912	LILIAN OKERE			7.25
00621913	LILIAN OKERE			7.25
00621914	LILIAN OKERE			7.25
00621915	LILIAN OKERE			7.25
00621916	AGNES STUART			70.00
00621917	AGNES STUART			7.25
00621918	SWEET MAMAS			75.00

00621919	DEBRA TRACY			121.00
00621920	CRYSTAL BALLARD			24.00
00621921	CRYSTAL BALLARD			24.00
00621922	LAUREN WILLIAMS			24.00
00621923	NW PLAYGROUND EQUIPMENT INC			1,555.52
70003481	ALASKA RUBBER GROUP INC	749.34		
70003482	CINTAS CORPORATION	3,015.15		81.17
70003483	COAXSHER INC	2,546.96		
70003484	GALLS LLC	459.57		
70003485	HORIZON DISTRIBUTORS			614.55
70003486	HUGHES FIRE EQUIPMENT INC	3,227.58		
70003487	NORCO INC	992.80		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
70003488	O'REILLY AUTOMOTIVE STORES I			96.59
70003489	PLANET TURF			414.20
70003490	RIVER CITY GLASS INC	760.43		
70003491	THOMSON WEST	5,840.10		
70003492	ALASKA RUBBER GROUP INC	107.50		
70003493	CINTAS CORPORATION	885.23		
70003494	CONSOLIDATED SUPPLY CO	173,009.69		
70003495	ELJAY OIL CO INC	3,689.26		
70003496	ENDRESS+HAUSER INC	356.84		
70003497	FRANK GURNEY INC	10,875.09		
70003498	GALLS LLC	604.04		
70003499	NORCO INC	61.56		
70003500	O'REILLY AUTOMOTIVE STORES I			70.49
70003501	PLANET TURF			955.42
70003502	SPOKANE HOUSE OF HOSE INC	375.66		
70003503	SPOKANE POWER TOOL & HDWE	1,853.61		329.44
70003504	TITAN TRUCK EQUIPMENT	648.86		
70003505	NORTHWEST INDUSTRIAL SERVICE			1,884.27
70003506	TITAN TRUCK EQUIPMENT	648.86		
70003507	ALASKA RUBBER GROUP INC	22.56		
70003508	BI INC	12,586.94		
70003509	CINTAS CORPORATION	468.22		
70003510	ENDRESS+HAUSER INC	622.72		
70003511	GALLS LLC	499.93		
70003512	NORCO INC	40.40		
70003513	SPOKANE HOUSE OF HOSE INC	196.67		
70003514	SPOKANE TRANSIT AUTHORITY	5,168.80		
70003515	BRANOM OPERATING COMPANY LLC	3,723.12		
70003516	CINTAS CORPORATION	13,634.47		
70003517	MACDONALD-MILLER FACILITY			300.03
70003518	PLANET TURF			150.91
70003519	SPOKANE HOUSE OF HOSE INC			87.20
80155945	AIRGAS INC			196.21
80155946	AVISTA UTILITIES	40,809.81		94,728.68
80155947	CPM DEVELOPMENT CORP DBA	948.08		

80155948	COLEMAN OIL COMPANY LLC	8,429.62		3,883.72
80155949	CONNELL OIL INC	1,133.78		
80155950	COPPER STATE BOLT & NUT CO			21.61
80155951	CORWIN OF SPOKANE LLC	432.62		
80155952	CUMMINS ALLISON CORP			748.83
80155953	FASTENAL CO	2,162.27		496.73
80155954	GORLEY LOGISTICS LLC	87.50		
80155955	FINLEY BUTTES LIMITED	201,838.74		
80155956	FLEET PAINTING INC	42,854.60		
80155957	W W GRAINGER INC	1,132.08		1,497.40
80155958	MARUBENI AMERICA CORPORATION			4,026.77
80155959	HYDRAULICS PLUS INC	5,175.28		
80155960	JEFF L ROGERS	294.51		
80155961	VIVIAN LACERDA			1,350.00
80155962	LEAVITT MACHINERY USA INC	926.89		
80155963	SCP DISTRIBUTORS LLC			13,538.74
80155964	CAR WASH PARTNERS LLC	304.00		
80155965	NAPA AUTO PARTS	1,699.87		1,248.18

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80155966	NORTHSTAR CLEAN CONCEPTS	217.18		
80155967	POMP'S TIRE SERVICE INC	24,452.32		
80155968	PURE FILTRATION PRODUCTS INC			485.10
80155969	SHAMROCK MANUFACTURING INC	4,075.82		
80155970	SHERWIN WILLIAMS CO			367.35
80155971	SPECIALTY MOBILE MIX INC	501.86		
80155972	HESTON HARDWARE			174.04
80155973	SPOKANE INT'L AIRPORT	435.60		
80155974	SUMMIT LAW GROUP PLLC	5,994.00		
80155975	SUNBELT RENTALS INC			447.95
80155976	URM STORES INC			802.24
80155977	VERIZON WIRELESS	85.70		
80155978	VESTIS GROUP INC	70.19		
80155979	WESTERN EQUIPMENT DISTRIBUTO			3,248.19
80155980	WESTERN GLOVE INC			49.05
80155981	WESTERN SYSTEMS INC	13,606.05		
80155982	YWCA	7,683.54		
80155983	WILLIAM DIONNE	136.00		
80155984	JEFFREY R HARRIS	348.74		
80155985	VIVIAN TRELLA-JACOBSON			4.48
80155986	MICHAEL VAUGHAN	3,034.81		
80155987	JASON WEBSTER	930.88		
80155988	ABSOLUTE DRUG TESTING LLC	1,956.60		
80155989	ACTION MATERIALS	13,774.61		
80155990	ALS LABORATORY GROUP	4,508.00		
80155991	ALSCO DIVISION OF ALSCO INC	32.18		
80155992	ALWAYS TOWING & ROAD SERVICE	284.48		
80155993	APPLIED CONTROL EQUIPMENT LL	3,069.52		
80155994	ARROW CONSTRUCTION SUPPLY IN	6,037.42		

80155995	ATS INLAND NW LLC	12,650.51		
80155996	AVISTA UTILITIES	261,434.19		
80155997	A-PRO AUTO BODY AND TOWING	203.20		
80155998	BANK OF NEW YORK MELLON	1,875.00		
80155999	BANNER FURNACE & FUEL	144.01		
80156000	THE FA BARTLETT TREE EXPERT	763.70		
80156001	BATTERY SYSTEMS INC			47.99
80156002	CAMTEK INC	1,914.98		
80156003	COLEMAN OIL COMPANY LLC	16,381.61		
80156004	COPIERS NORTHWEST INC	575.19		
80156005	COPPER STATE BOLT & NUT CO			157.71
80156006	CRITTER CONTROL OF GREATER	211.65		
80156007	CUESTA SPRINGS ICE COMPANY O	37.48		
80156008	DELL MARKETING LP	9,572.65		
80156009	DEVRIES INFORMATION MANAGEME	613.44		
80156010	DIVINES TOWING/DIV OF	203.20		
80156011	FISHER ROSEMOUNT SYSTEMS INC	26,139.93		
80156012	EUROFINS ENVIRONMENT TESTING	3,391.00		
80156013	EVERGREEN STATE TOWING LLC	1,341.12		
80156014	FAHLO LLC			375.00
80156015	FASTENAL CO	3,077.33		
80156016	FEDERAL EXPRESS CORP/DBA FED	124.84		
80156017	FELTON FIRE SERVICE LLC	554.23		
80156018	FERGUSON ENTERPRISES INC	28,628.35		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156019	FINLEY BUTTES LIMITED	145,210.89		
80156020	FISHER SCIENTIFIC	2,426.25		
80156021	W W GRAINGER INC	1,431.79		
80156022	H D FOWLER COMPANY	5,073.97		
80156023	INDUSTRIAL BOLT & SUPPLY INC			197.17
80156024	INDUSTRIAL SERVICE SOLUTIONS	21,266.39		
80156025	INLAND POWER & LIGHT CO	234.58		
80156026	KITTELSON & ASSOCIATES INC	541.28		
80156027	MOTOROLA SOLUTIONS INC			4,133.02
80156028	NW MUSEUM OF ARTS & CULTURE/	867.35		
80156029	OXARC LLC	8,862.74		8.72
80156030	PACIFIC GOLF TURF LLC			1,176.91
80156031	REXEL INC			248.80
80156032	POMP'S TIRE SERVICE INC	9,181.31		
80156033	PRO MECHANICAL SERVICES INC	1,749.14		
80156034	RIVER PARK SQUARE LLC	2,800.00		
80156035	SAN DIEGO POLICE EQUIPMENT	3,885.00		
80156036	SHERWIN WILLIAMS CO	1,132.12		
80156037	SIMPLIFILE LC	625.92		
80156038	PEROVICH PARTNERS INC			63.13
80156039	HESTON HARDWARE			171.18
80156040	SPOKANE COUNTY TREASURER	2,851.38		
80156041	STONEWAY ELECTRIC SUPPLY			544.56

80156042	TY INC			283.50
80156043	URM STORES INC			503.76
80156044	US BANK P CARD PAYMENTS	76,160.75		
80156045	VERIZON WIRELESS			42.94
80156046	VERMEER MOUNTAIN WEST INC			114.54
80156047	WESTERN EQUIPMENT DISTRIBUTO			11,444.63
80156048	BRYANT, SARA			209.32
80156049	KRISTIN O'SULLIVAN	387.00		
80156050	ALL SERVICE WEST TOWING	203.20		
80156051	ROBERT EARL ALFORD	487.68		
80156052	ALSCO DIVISION OF ALSCO INC			7.36
80156053	AMERICAN SPRINKLER REPAIR	720.06		
80156054	ANATEK LABS INC	2,805.20		
80156055	ANYTIME TOWING & RECOVERY	853.44		
80156056	A-PRO AUTO BODY AND TOWING	609.60		
80156057	BACON CONCRETE INC			23,791.79
80156058	BERGER PARTNERSHIP PS			15,692.54
80156059	RODNEY D SANKEY dba	162.56		
80156060	JONAS TICKETING INC			41,300.02
80156061	CLARY LONGVIEW LLC	134,907.27		
80156062	CONSISTENT CARE SUPPORT	19,419.87		
80156063	COPIERS NORTHWEST INC			183.47
80156064	CRITTER CONTROL OF GREATER	2,285.65		
80156065	DAVID CLARK COMPANY INC	450.00		
80156066	DELL MARKETING LP	20,785.66		
80156067	DELTA DENTAL OF WASHINGTON	17,268.17		
80156068	DIVINES TOWING/DIV OF	447.04		
80156069	EVERGREEN STATE TOWING LLC	1,990.62		
80156070	FASTENAL CO	1,097.55		
80156071	FEDERAL EXPRESS CORP/DBA FED	821.85		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156072	FIRSTLINE COMMUNICATIONS INC	7,914.11		
80156073	FRANCIS AVENUE HARDWARE	200.99		
80156074	GORDON TRUCK CENTERS INC DBA	208.42		
80156075	HRA VEBA TRUST	114,001.52		
80156076	INTERMOUNTAIN SIGN & SAFETY	4,130.53		
80156077	KAISER FOUNDATION HEALTH PLA	115,211.91		
80156078	KENWORTH SALES COMPANY	487.71		
80156079	KING COUNTY BAR ASSOCIATION	7,842.58		
80156080	MOVHER LLC	2,176.01		
80156081	NEPTUNE TECHNOLOGY GROUP INC	3,406.10		
80156082	PREMERA BLUE CROSS OR	1,087,474.71		
80156083	PREMERA BLUE CROSS	74,475.45		
80156084	RENCORP REALTY LLC	30,994.00		
80156085	BRANDSAFWAY SERVICES INC	3,909.60		
80156086	SENSKE PEST CONTROL	818.25		
80156087	SPOKANE NEIGHBORHOOD ACTION	36,503.26		
80156088	PEROVICH PARTNERS INC	206.42		

80156089	SPOKANE FIRE FIGHTERS BENEFI	931,530.00		
80156090	SPOKANE TOWING/DIV OF	162.56		
80156091	W B SPRAGUE COMPANY INC			117.75
80156092	SPOKANE SOFTBALL UMPIRE ASSO			3,164.00
80156093	TENANTS UNION OF WASHINGTON	25,902.00		
80156094	THE HUNTINGTON NATIONAL BANK			9,423.06
80156095	UNITEC CORPORATION	11,590.56		
80156096	US BANK OR CITY TREASURER	170,763.10		
80156097	VAN NESS FELDMAN LLP	1,882.00		
80156098	VERIZON WIRELESS	489.50		
80156099	WA ST DEPT OF ENTERPRISE	2,339.06		
80156100	WASHINGTON CRANE & HOIST LLC	11,782.80		
80156101	WILLIAMS TOWING & RECOVERY L	365.76		
80156102	JACQUELINE VAN WORMER	2,237.80		
80156103	AIR COMMODITIES INC	381.85		
80156104	ACTION MATERIALS	328.91		
80156105	ALLIANT INSURANCE SERVICES I	24,166.64		
80156106	AVISTA CORPORATION	27,973.66		
80156107	AVISTA UTILITIES	9,638.18		
80156108	BADGEPASS LLC	2,072.90		
80156109	BUDINGER & ASSOCIATES INC	2,517.30		
80156110	DOWNTOWN SPOKANE PARTNERSHIP	150,651.96		
80156111	CAMTEK INC	424,888.22		
80156112	CARAHSOFT TECHNOLOGY CORP	345.41		
80156113	COFFMAN ENGINEERS INC	5,526.00		
80156114	COLEMAN OIL COMPANY LLC	118,462.07		
80156115	COMPUNET INC	7,746.10		
80156116	COPIERS NORTHWEST INC	306.73		
80156117	CUMMINS INC	1,623.11		
80156118	DATA DIMENSIONS LLC	309.00		
80156119	ENNIS FLINT INC	42,188.98		
80156120	ENVIRONMENT CONTROL OF SPOKA	7,360.00		
80156121	EUROFINS ENVIRONMENT TESTING	311.50		
80156122	EVERGREEN STATE TOWING LLC	874.97		
80156123	FAMILY PROMISE OF SPOKANE	57,851.75		
80156124	FASTENAL CO	410.97		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156125	FERGUSON ENTERPRISES INC	7,804.70		
80156126	GORLEY LOGISTICS LLC	61.25		
80156127	FLEET PAINTING INC	3,322.10		
80156128	FRONTIER PRECISION	32,364.10		
80156129	GORDON TRUCK CENTERS INC DBA	4,734.26		
80156130	W W GRAINGER INC	2,006.57		
80156131	IDEXX DISTRIBUTION GROUP	1,254.80		
80156132	ROBERT DUFF	2,625.00		
80156133	JEFF L ROGERS	294.51		
80156134	KENWORTH SALES COMPANY	57.56		
80156135	LANGUAGE SERVICES ASSOC INC	86.73		

80156136	ERIC LEE			3,906.00
80156137	LSB CONSULTING ENGINEERS PLL	4,923.00		
80156138	MANZANITA HOUSE	33,524.22		
80156139	MCKINSTRY CO LLC	7,173.33		
80156140	MEGAMATION LLC	1,298.30		
80156141	NORTH DIVISION MUFFLER CLINI	120.01		
80156142	NORTHWEST OPEN ACCESS NETWOR	2,250.00		
80156143	NOVUS AUTO GLASS	3,634.02		
80156144	OXARC LLC	8,338.88		
80156145	PAPE MACHINERY INC	133.75		
80156146	NATIONAL EMPLOYERS COUNCIL I	500.00		
80156147	PITNEY BOWES GLOBAL FINANCIA	2,467.24		
80156148	POMP'S TIRE SERVICE INC	20,625.48		
80156149	REHN & ASSOCIATES	456.00		
80156150	SOLID WASTE SYSTEMS INC	12,144.14		
80156151	VERIZON WIRELESS	128.55		
80156152	WA STATE DEPT OF CORRECTIONS	608.00		
80156153	WHEELER INDUSTRIES INC	392.40		
80156154	YWCA	115,464.27		
80156155	PATRICK BURCHELL	112.00		
80156156	KYLE CHASE	112.00		
80156157	ANTHONY LAMANNA	2,560.00		
80156158	NATHAN MULKEY	127.00		
80156159	ERIC STAGGS	112.00		
80156160	LINDA R THRASH	1,640.00		
80156161	KIMBERLY WHITE	886.90		
80156162	ACRANET CBS BRANCH/DIV OF	648.05		
80156163	ROBERT EARL ALFORD	243.84		
80156164	ALS LABORATORY GROUP	130.00		
80156165	APPLIED CONCEPTS INC	1,171.73		
80156166	ARISTATEK INC	3,495.00		
80156167	AVISTA UTILITIES	6,052.44		
80156168	BERK CONSULTING INC	7,580.12		
80156169	CAMERON-REILLY LLC			419,939.25
80156170	CAMTEK INC			324.57
80156171	CARL MAXEY CENTER	36,673.74		
80156172	CATHOLIC CHARITIES	12,190.46		
80156173	CLARY LONGVIEW LLC	50,184.06		
80156174	CASCADE MINI EXCAVATING INC			14,728.50
80156175	COFFMAN ENGINEERS INC	11,223.50		
80156176	COLEMAN OIL COMPANY LLC	3,731.16		5,941.74
80156177	CONNELL OIL INC			1,926.16

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156178	STEVE CONNER			23,850.29
80156179	CREEK AT QUALCHAN GOLF COURS			22,631.50
80156180	DELL MARKETING LP			19,777.98
80156181	DELTA DENTAL OF WASHINGTON	46,044.63		
80156182	DOUGLAS CO INC			3,149.75

80156183	ELECTRONIC DATA COLLECTION	16,558.36		
80156184	FASTENAL CO			665.49
80156185	W W GRAINGER INC			2,167.27
80156186	MARUBENI AMERICA CORPORATION			231.16
80156187	KAISER FOUNDATION HEALTH PLA	102,829.75		
80156188	LSB CONSULTING ENGINEERS PLL	595.00		
80156189	MACKAY METERS INC	13,185.83		
80156190	PERFORMANCE SYSTEMS			81.00
80156191	SANDBAGGERS CLUB LLC			22,702.83
80156192	SELLAND CONSTRUCTION INC	346,027.87		
80156193	SHAMROCK PAVING CO/DIV OF	533,651.51		
80156194	SHI CORP			70.11
80156195	SIMPLIFILE LC	621.92		
80156196	SITEONE LANDSCAPE SUPPLY LLC			1,200.34
80156197	T & T GOLF MANAGEMENT INC			35,315.65
80156198	VESTIS GROUP INC	19.50		
80156199	WESCO DISTRIBUTION INC			1,908.16
80156200	YWCA	18,842.61		
		6,817,781.34		944,751.53
			CITYWIDE TOTAL:	7,762,532.87

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/09/2026

Date Rec'd	9/1/2026
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: August 29, 2026. Payroll check #581642 through check #581779 $10,320,899.31

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	**$** 10,320,899.31	**#** Various
Select	**$**	**#**
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 AUGUST 29, 2026

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	14,073.60
0230	CIVIL SERVICE	50,655.20
0260	CITY CLERK	25,939.59
0320	COUNCIL	47,117.60
0330	PUBLIC AFFAIRS / COMMUNICATIONS	38,755.20
0370	ENGINEERING SERVICES	195,134.97
0380	TRANSPORTATION & SUSTAINABILITY	6,631.20
0410	FINANCE	56,411.20
0450	CD/HS DIVISION	10,400.00
0470	HISTORIC PRESERVATION	12,277.60
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	11,466.40
0500	LEGAL	181,527.86
0520	MAYOR	45,028.61
0550	NEIGHBORHOOD SERVICES	16,594.40
05601	MUNICIPAL COURT	148,227.79
0570	OFFICE OF HEARING EXAMINER	6,916.80
0580	FAMILY & YOUTH SERVICES	4,081.60
0620	HUMAN RESOURCES	48,250.40
0650	PLANNING SERVICES	56,600.80
0680	POLICE	2,577,718.19
0690	PROBATION SERVICES	89,254.38
0700	PUBLIC DEFENDERS	96,812.41
0750	ECONOMIC DEVELOPMENT	16,495.20
0860	TREASURER	0.00
	TOTAL GENERAL FUND	3,756,371.00

FUND	FUND NAME	TOTAL
1100	STREET	309,658.49
1200	CODE ENFORCEMENT	85,741.20
1300	LIBRARY	283,218.44
1380	TRAFFIC CALMING MEASURES	8,669.66
1390	URBAN FORESTRY	3,353.60
1400	PARKS AND RECREATION	517,796.65
1430	GRANTS MANAGEMENT	31,973.60
1460	PARKING METER	40,909.35
1510	SPOKANE UNITED 911 NETWORK	15,766.40
1620	PUBLIC SAFETY & JUDICIAL GRANT	7,399.63
1680	CD/HS	54,344.82
1970	EMS FUND	2,122,702.42
4100	WATER	557,575.36
4250	INTEGRATED CAPITAL FUND	77,590.40
4300	SEWER	710,141.64
4480	REFUSE	698,268.42
4600	GOLF	85,435.06
4700	GENERAL SERVICES FUND	233,597.71
5100	FLEET SERVICE	128,791.83
5200	PUBLIC WORKS & UTILITY FUND	65,862.59
5300	MIS	218,269.72
5500	PURCHASING	34,067.22
5600	ACCOUNTING SERVICES	130,484.02
5700	MY SPOKANE	38,190.42
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	9,582.72
5900	ASSET MANAGEMENT	50,186.54
6060	CITY RETIREMENT	14,745.60
	TOTAL	10,320,899.31

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/21/2026
		Clerk's File #	ORD C36928
		Cross Ref #	
Council Meeting Date: 09/09/2026		**Project #**	
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	PAUL DILLON 625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	PDILLON SDIXIT KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ENSURING TENANT PROTECTION DURING EMERGENCIES		

Agenda Wording

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections _____and _____of the Spokane Municipal Code, declaring an emergency.

Summary (Background)

structures and houses, thousands of residents throughout the region have been displaced. The majority of the City's residents are tenants, and the Spokane Complex Fires displaced many residential tenants in addition to homeowners. Displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement during such emergencies. This is especially true given that residential tenants often are in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies, and least able to weather the impact of job loss or reduction in income. This ordinance is intended to provide short-term relief to tenants affected by the Spokane Complex Wildfires and similar emergencies that may occur in the future. Protections would be triggered by a declaration of emergency by the Mayor and continue during the stated timeline of the emergency and for a period thereafter. Tenants would be protected from eviction upon a showing of loss of income arising from the emergency and afforded additional time to pay outstanding rent. This ordinance declares an emergency and, if enacted, would go into effect immediately if passed by 5 or more votes of the city council.

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?

Consistent with Ord C36808 (adopted by the City Council on February 11, 2026) affording additional protections to residential tenants.

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	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	
pdillon@spokanecity.org	Sdixit@spokanecity.org
KKlitzke@spokanecity.org	Vramos@spokanecity.org
amcdaniel@spokanecity.org	

ORD C36928

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections _____and _____of the Spokane Municipal Code, declaring an emergency.

WHEREAS, devastating wildfires began on August 1, 2026, spreading quickly throughout the City of Spokane and its surrounding communities ("Spokane Complex Fire"); and

WHEREAS, Section 02.04.030 of the Spokane Municipal Code authorizes the Mayor to issue a declaration of civil emergency when there is a threat of death or injury of persons or the destruction of or damage to property requiring extraordinary and immediate measures to protect the public peace, safety and welfare; and

WHEREAS, on August 1, 2026 and August 4, 2026, the Mayor of Spokane issued two Executive Orders declaring an emergency arising from the Spokane Complex Fires; and

WHEREAS, on August 19, 2026, the Spokane City Council unanimously ratified the Mayor's Executive Orders; and

WHEREAS, the Spokane Complex Fires have burned more than 5,000 acres, destroyed more than 1,000 structures and houses, and affected thousands of residents throughout the region, displacing numerous individuals from their homes; and

WHEREAS, the majority of the City's residents are tenants; and the Spokane Complex Fires displaced many residential tenants in addition to homeowners; and

WHEREAS, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement; and

WHEREAS, the tenants most in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies are those least able to weather the impact of job loss or reduction in income; and

WHEREAS, the most common basis for eviction in Spokane County is nonpayment of rent with more than 60% experiencing disability; and

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from

residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36808 establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property
and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that the protections afforded by this ordinance to residential rental is necessary for the protection of necessary for the immediate preservation of the public peace, health, or safety;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of this emergency ordinance.

Section 2. That there is adopted a new Section 10.57.___ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ PURPOSE

The purpose of Section 10.57._____ through 10.57._____ is to provide short-term relief from eviction for residential tenants during natural disasters, civil emergencies or other significant community events, and these sections are to be liberally construed to achieve that purpose.

Section 3. That there is adopted a new Section 10.57.___ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ DEFINITIONS

A. “Qualifying Event” means a civil emergency, natural disaster or other event resulting in the declaration of an emergency by the Mayor pursuant to Chapter 02.04 of this Code and:

1. The Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Qualifying Event and resulted in actual loss of wages;
2. The economic impact of the Qualifying Event resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or
3. The Qualifying Tenant suffered a demonstrable loss of business clients who were located in the geographic area affected by the Qualifying Event, resulting in a loss of income to the Qualifying Tenant.

B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income earned immediately preceding the Qualifying Event, as may be established by pay stubs, payment receipts, letters from employers, or other evidence dated during the period three months before the Qualifying Event. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.

C. "Landlord" means an owner of real property for residential rental purposes.

D. "Protection Time Period" means that period of time during which the declaration of emergency issued pursuant to SMC 02.04 remains in effect.

E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobile home from a mobile homeowner (collectively, "rental unit") who:

1. Resided in their rental unit at the time of the Qualifying Event; and
2. Suffered a Financial Impact arising from the Qualifying Event; and
3. Has begun "Income Replacement Efforts," which means:
    a. Enrolling in or applying for a relief program for victims of the Qualifying Event; or
    b. Is applying for unemployment benefits or other qualifying income assistance program.

F. "Rent" or "Rental Debt" means and includes rent and any late charges, interest, or other fees owed for occupancy of rental unit.

G. “Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period.

Section 4. That there is adopted a new Section 10.57.___ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Tenant Protections

A. Nonpayment of Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Rent accrued during the Protection Time Period if the Qualifying Tenant:

    1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Rent due to Direct Financial Impacts related to the Qualifying Event, that they are Income Eligible, and that they have begun Income Replacement Efforts; and

    2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within seven (7) days of each month their Rent is due.

B. Time to Pay rental Debt. Qualifying Tenant who was unable to pay Rent during the Protection Time Period, shall have up to twelve (12) months after the termination of the Protection Time Period to repay such Rental Debt.

C. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial Rent payments, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so.

D. Failure to Pay Back Rent Not Ground for Eviction. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid Rent during the Protection Time Period, under the terms of a payment plan, or during the Repayment Time Period. Any term in a payment plan that allows eviction due to the Qualifying Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.

E. . Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Rental Debt other than to the prospective month's Rent, or

such other month's Rent or Rental Debt that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this Ordinance shall be construed as preventing a Landlord from applying aid or relief payments made on behalf of Qualifying Tenants, to a Qualifying Tenant's Rental Debt accrued during the Protection Time Period.

Section 5. That there is adopted a new Section 10.57.___ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Remedies

A. Affirmative Defense. Any protections provided under this Ordinance shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to **Chapter 59.18 RCW, the Washington State Residential Landlord Tenant Act**. to recover possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Rental Debt during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove, by a preponderance of evidence, the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Direct Financial Impact related to the Qualifying Event made pursuant to this Ordinance. Nothing in this Ordinance shall be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord demonstrates by clear and convincing evidence that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent.

B. Nonexclusive Remedies and Penalties. The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude a Qualifying Tenant from seeking any other remedies or penalties available by state law or private right of action.

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. 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 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

ORD C36928 (WILKERSON AMENDMENT NO.2)(09-01-26) (REDLINE)

PURPOSE OF AMENDMENT: If adopted, this amendment will (1) confine the scope of the ordinance to the Spokane Complex Fires, (2) add additional documentation options for tenants, (3) clarify the rent payments covered by this ordinance, (4) clarify the timeline for repayment of qualifying rent, (5) allow a tenant the right to request modification of the payment plan for qualifying rent, (6) clarifies when the defense to eviction arises under the ordinance; (7) modifies the recitals, (8) exempts from the protections those tenants who are a danger to other tenants or are engaged in criminal activity; and (9) makes other minor technical changes, including the addition of SMC section numbers and a signature block.

Strike the entirety of the ordinance and substitute the following in its place:

ORD C36928

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire, adopting new sections to Chapter 10.57 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, devastating wildfires began on August 1, 2026, spreading quickly throughout the City of Spokane and its surrounding communities ("Spokane Complex Fire"); and

WHEREAS, 10,000 acres burned that included 860 structures and 30% of the properties were renters and tenants; and

WHEREAS, Section 02.04.030 of the Spokane Municipal Code authorizes the Mayor to issue a declaration of civil emergency when there is a threat of death or injury of persons or the destruction of or damage to property requiring extraordinary and immediate measures to protect the public peace, safety and welfare; and

WHEREAS, on August 1, 2026 and August 4, 2026, the Mayor of Spokane issued two Executive Orders declaring an emergency arising from the Spokane Complex Fires; and

WHEREAS, on August 19, 2026, the Spokane City Council unanimously ratified the Mayor's Executive Orders; and

WHEREAS, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement; and

WHEREAS, the tenants most in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires are those least able to weather the impact of job loss or reduction in income; and

WHEREAS, the most common basis for eviction in Spokane County is nonpayment of rent with more than 60% of tenants experiencing disability; and

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36808 establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property; and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that the protections afforded by this ordinance to residential rental is necessary for the protection of necessary for the immediate preservation of the public peace, health, or safety;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of this emergency ordinance.

Section 2. That there is adopted a new Section 10.57.300 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.300 PURPOSE

The purpose of Sections 10.57.310 through 10.57.330 is to provide short-term relief from eviction for residential tenants affected by the Spokane Complex Fires, and these sections are to be liberally construed to achieve that purpose.

Section 3. That there is adopted a new Section 10.57.310 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.310 DEFINITIONS

A. “Qualifying Event” means that civil emergency identified in Executive Order 2026-0004 titled “Executive Order for Declaration of Emergency in Response to the Old Trails Fire” and dated August 1, 2026, and the Executive Order 2026-0005, titled “Executive Order for Declaration of Emergency in Response to the Spokane Complex Fires,” and dated August 4, 2026 (together the “Executive Orders”); and:

   1. The Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Qualifying Event and resulted in actual loss of wages;

   2. The economic impact of the Qualifying Event resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or

   3. The Qualifying Tenant suffered a demonstrable loss of business clients who were located in the geographic area affected by the Qualifying Event, resulting in a loss of income to the Qualifying Tenant.

B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income earned immediately preceding the Qualifying Event, as established by income replacement applications and pay stubs, payment receipts, letters from employers, or other evidence dated during the period three months before the Qualifying Event. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.

C. "Landlord" means an owner of real property for residential rental purposes.

D. "Protection Time Period" means that period of time during which the declaration of emergency under the Executive Orders remains in effect.

E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobile home from a mobile homeowner (collectively, "rental unit") who:

   1. Resided in their rental unit at the time of the Qualifying Event; and

   2. Suffered a Financial Impact arising from the Qualifying Event; and

   3. Has begun "Income Replacement Efforts," which means:

      a. Enrolling in or applying for a relief program for victims of the Qualifying Event; or

      b. Is applying for unemployment benefits or other qualifying income assistance program.

F. "Unpaid Rent" means rent owed for occupancy of rental unit and which accrued during the Protection Time Period. Unpaid Rent does not include late charges, interest or other fees.

G. “Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period.

Section 4. That there is adopted a new Section 10.57.320 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.320 Tenant Protections

A. Nonpayment of Unpaid Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Unpaid Rent if the Qualifying Tenant:

1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Unpaid Rent due to Financial Impacts related to the Qualifying Event, and that they have begun Income Replacement Efforts; and

2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within five (5) days of each month their Unpaid Rent is due.

B. Time to Pay Unpaid Rent. Qualifying Tenant who was unable to pay Unpaid Rent during the Protection Time Period may repay such rent any time prior to expiration of the Repayment Time Period. During the Protection Time Period and the Repayment Time Period, a Landlord shall not apply late charges, interest or other fees on Unpaid Rent.

C. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial payments toward Unpaid Rent, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so. At any time prior to a late payment or non-payment of Unpaid Rent under an agreed repayment plan, a Qualifying Tenant has the right to request modification of the repayment plan; provided a landlord is not required to agree to extend the timeline for repayment of Unpaid Rent beyond the Repayment Time Period.

D. Failure to Pay Back. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the grounds of any of the following:

1. The inability to pay Unpaid Rent during the Protection Time Period,

2. The Qualifying Tenant has complied with the terms of an agreed payment plan for Unpaid Rent, or
3. The inability to pay Unpaid Rent during the Repayment Time Period.

If there is a failure to timely pay Unpaid Rent otherwise due under this section, a landlord may initiate eviction prevention program by notifying the tenant in writing at the time of notice to pay or vacate, as provided in Section 10.57.220.

E. Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Unpaid Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Unpaid Rent other than to the prospective month's Rent, or such other month's rent or Unpaid Rent that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this section shall be construed as preventing a Landlord from applying aid or relief payments made on behalf of Qualifying Tenant to that tenant's Unpaid Rent.

Section 5. That there is adopted a new Section 10.57.330 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.330 Remedies

A. Affirmative Defense. Any protections provided under sections 10.57.300 through 10.57.320 shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to Chapter 59.18 RCW, the Washington State Residential Landlord Tenant Act. to recover possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Unpaid Rent during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove, by a preponderance of evidence, the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Financial Impact related to the Qualifying Event made pursuant to section 10.57.320. Nothing in sections 10.57.300 through 10.57.320 are to be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord demonstrates by a preponderance of evidence that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent.

B. Nonexclusive Remedies and Penalties. The remedies provided in sections 10.57.300 through 10.57.320 are not exclusive, and nothing therein shall

preclude a Qualifying Tenant from seeking any other remedies or penalties available by state law or private right of action.

Section 6. That there is adopted a new Section 10.57.340 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.340. Exemptions

The landlord is not obligated to comply with sections 10.57.310 through 10.57.330 under the following circumstances:

A. The tenant does not comply with statutory duties as outlined in RCW 59.18.130 or 59.18.140; and the noncompliant activity on the premises substantially affects the health and safety of the tenant or other tenants; or

B. If eviction is necessary to cease or prevent an imminent threat of harm by the person being evicted, including physical harm or harassment; or

C. If criminal activity on the premises as described in RCW 59.18.130 (8) is alleged to be the basis for termination of the tenancy, and the tenant is arrested as a result of this activity, the landlord may proceed directly to eviction proceedings or an unlawful detainer action against the tenant who was arrested.

Section 7. 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 8. 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 9. 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 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

PURPOSE OF AMENDMENT: If adopted, this amendment will (1) add additional documentation options for tenants, (2) clarify the rent payments covered by this ordinance, (3) clarify the timeline for repayment of qualifying rent, (4) allow a tenant the right to request modification of the payment plan for qualifying rent, (5) clarifying when the defense to eviction arises under the ordinance; (6) modifies the recitals, and (7) makes other technical changes, including the addition of SMC section numbers.

Strike the entirety of the ordinance and substitute the following in its place:

ORD C36928

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, adopting new sections to Chapter 10.57 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, devastating wildfires began on August 1, 2026, spreading quickly throughout the City of Spokane and its surrounding communities ("Spokane Complex Fire"); and

WHEREAS, 10,000 acres burned that included 860 structures and 30% of the properties were renters and tenants; and

WHEREAS, Section 02.04.030 of the Spokane Municipal Code authorizes the Mayor to issue a declaration of civil emergency when there is a threat of death or injury of persons or the destruction of or damage to property requiring extraordinary and immediate measures to protect the public peace, safety and welfare; and

WHEREAS, on August 1, 2026 and August 4, 2026, the Mayor of Spokane issued two Executive Orders declaring an emergency arising from the Spokane Complex Fires; and

WHEREAS, on August 19, 2026, the Spokane City Council unanimously ratified the Mayor's Executive Orders; and

WHEREAS, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement; and

WHEREAS, the tenants most in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies are those least able to weather the impact of job loss or reduction in income; and

WHEREAS, the most common basis for eviction in Spokane County is nonpayment of rent with more than 60% of tenants experiencing disability; and

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36808 establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property
and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that the protections afforded by this ordinance to residential rental is necessary for the protection of necessary for the immediate preservation of the public peace, health, or safety;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of this emergency ordinance.

Section 2. That there is adopted a new Section 10.57.300 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.300 PURPOSE

The purpose of Sections 10.57.310 through 10.57.330 is to provide short-term relief from eviction for residential tenants during natural disasters, civil emergencies or other significant community events, and these sections are to be liberally construed to achieve that purpose.

Section 3. That there is adopted a new Section 10.57.310 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.310 DEFINITIONS

A. “Qualifying Event” means a civil emergency, natural disaster or other event resulting in the declaration of an emergency by the Mayor pursuant to Chapter 02.04 of this Code and:

   1. The Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Qualifying Event and resulted in actual loss of wages;

   2. The economic impact of the Qualifying Event resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or

   3. The Qualifying Tenant suffered a demonstrable loss of business clients who were located in the geographic area affected by the Qualifying Event, resulting in a loss of income to the Qualifying Tenant.

B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income earned immediately preceding the Qualifying Event, as must be established by income replacement applications and pay stubs, payment receipts, letters from employers, or other evidence dated during the period three months before the Qualifying Event. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.

C. "Landlord" means an owner of real property for residential rental purposes.

D. "Protection Time Period" means that period of time during which the declaration of emergency issued pursuant to SMC 02.04 remains in effect.

E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobile home from a mobile homeowner (collectively, "rental unit") who:

   1. Resided in their rental unit at the time of the Qualifying Event; and

   2. Suffered a Financial Impact arising from the Qualifying Event; and

   3. Has begun "Income Replacement Efforts," which means:

      a. Enrolling in or applying for a relief program for victims of the Qualifying Event; or

b. Is applying for unemployment benefits or other qualifying income assistance program.

F. "Unpaid Rent" means rent owed for occupancy of rental unit and which accrued during the Protection Time Period. This does not include late charges, interest or other fees.

G. “Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period.

Section 4. That there is adopted a new Section 10.57.320 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.320 Tenant Protections

A. Nonpayment of Unpaid Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Unpaid Rent if the Qualifying Tenant:

1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Unpaid Rent due to Direct Financial Impacts related to the Qualifying Event, and that they have begun Income Replacement Efforts; and

2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within five (5) days of each month their Unpaid Rent is due.

B. Time to Pay Unpaid Rent. Qualifying Tenant who was unable to pay Unpaid Rent during the Protection Time Period may repay such rent any time prior to expiration of the Repayment Time Period. During the Protection Time Period and the Repayment Time Period, a Landlord shall not apply late charges, interest or other fees on Unpaid Rent.

C. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial payments toward Unpaid Rent, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so. At any time prior to a late payment or non-payment of Unpaid Rent under an agreed repayment plan, a Qualifying Tenant has the right to request modification of the repayment plan; provided a landlord is not required to agree to extend the timeline for repayment of Unpaid Rent beyond the Repayment Time Period.

D. Failure to Pay Back. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the grounds of any of the following:

1. The inability to pay back Unpaid Rent during the Protection Time Period,
2. The Qualifying Tenant has complied with the terms of an agreed payment plan for Unpaid Rent, or
3. The inability to pay Unpaid Rent during the Repayment Time Period.

If there's a failure to timely pay Unpaid Rent otherwise due under this section, a landlord may initiate eviction prevention program by notifying the tenant in writing at the time of notice to pay or vacate, as provided in Section 10.57.220.

E. Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Unpaid Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Unpaid Rent other than to the prospective month's Rent, or such other month's rent or that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this section shall be construed as preventing a Landlord from applying aid or relief payments made on behalf of Qualifying Tenant to that tenant's Unpaid Rent.

Section 5. That there is adopted a new Section 10.57.330 of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.330 Remedies

A. Affirmative Defense. Any protections provided under this sections 10.57.300 through 10.57.320 shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to Chapter 59.18 RCW, the Washington State Residential Landlord Tenant Act. to recover possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Unpaid Rent during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove, by a preponderance of evidence, the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Financial Impact related to the Qualifying Event made pursuant to section 10.57.320. Nothing in sections 10.57.300 through 10.57.320 are to be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord demonstrates by a preponderance of

evidence that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent.

B. Nonexclusive Remedies and Penalties. The remedies provided in sections 10.57.300 through 10.57.320 are not exclusive, and nothing therein shall preclude a Qualifying Tenant from seeking any other remedies or penalties available by state law or private right of action.

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. 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 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

_____

Council President

Attest:

_____

Approved as to form:

_____

City Clerk

City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/25/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/09/2026

Date Rec'd	8/19/2026
Clerk's File #	ORD C36929
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMINISTRATION
Contact Name/Phone	MATT BOSTON 625-6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE – H.O.M.E. STARTS HERE DONATIONS

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 wildfire relief donations in the H.O.M.E. Starts Here account and provide financial assistance to individuals and families impacted by the Spokane Complex Fires, and declaring an emergency.

Summary (Background)

The City of Spokane has established a wildfire relief effort to provide direct assistance to individuals and families impacted by the recent wildfires in the Spokane area. The City is utilizing the existing H.O.M.E. Starts Here account as the vehicle to receive and administer donations designated for wildfire relief. While the H.O.M.E. Starts Here account is typically used to support efforts addressing homelessness, the account is being temporarily utilized to facilitate the collection and distribution of donations specifically intended to assist community members affected by the wildfires. The recent wildfires resulted in significant impacts to the Spokane community, including the destruction of hundreds of homes and the displacement of residents. The wildfire relief effort provides an opportunity for members of the community to contribute directly toward recovery assistance for individuals and families experiencing losses as a result of the fires. As donations are received, the H.O.M.E. Starts Here account's budget must be increased to recognize the additional donation revenue and provide corresponding expenditure authority for the distribution of those funds to eligible wildfire-affected individuals and families. The proposed budget adjustment reflects the receipt and intended use of donated funds.

What impacts would the proposal have on historically excluded communities?

The proposal will provide financial assistance to individuals and families affected by the wildfires, including historically excluded communities that may have fewer financial resources or other barriers to recovering from a significant loss. Assistance will be available based on wildfire-related need rather than demographic characteristics.

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?

Because this is a short-term, donation-funded relief effort rather than an ongoing City service, demographic data may be limited.

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

Effectiveness will be evaluated based on the amount of donations received and distributed, the number of impacted individuals and families assisted, and the types of wildfire-related needs addressed. Feedback from recipients and community partners may also be used to assess whether the assistance is addressing identified recovery 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 proposal aligns most directly with Chapter 6 (Housing) of the City of Spokane Comprehensive Plan, particularly policies supporting housing stability and meeting the needs of residents with limited resources, by helping wildfire-impacted households address immediate housing-related and financial recovery needs. It also advances the Plan's broader goals related to Neighborhoods and Social Health.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,000,000
Current Year Cost	$ 1,000,000
Subsequent Year(s) Cost	$

Narrative

Although $1 million has not been received yet, this is in anticipation of that occurring.

Amount		Budget Account
Revenue	$ 1,000,000	# 1650-53015-99999-36710-99999
Expense	$ 1,000,000	# 1650-53015-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

No, donations are a one-time funding source.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

mboston@spokanecity.org	Jstratton@spokanecity.org
jmiller@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO C36929

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 WILDFIRE RELIEF DONATIONS IN THE H.O.M.E. STARTS HERE ACCOUNT AND PROVIDE FINANCIAL ASSISTANCE TO INDIVIDUALS AND FAMILIES IMPACTED BY THE SPOKANE COMPLEX FIRES, 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 Community Development 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 Community Development 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 contributions/donations in the H.O.M.E. Starts Here account.

2) Increase appropriation by $1,000,000.
A) Of the increased appropriation, $1,000,000 is provided solely for contractual services in the H.O.M.E. Starts Here account.

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 wildfire relief donations in the H.O.M.E. Starts Here account and provide financial assistance to individuals and families impacted by the Spokane Complex Fires, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____

Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 08/25/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/19/2026
		Clerk's File #	ORD C36930
		Cross Ref #	
Council Meeting Date: 09/09/2026		**Project #**	
Submitting Dept	FINANCE & ADMINISTRATION	**Bid #**	
Contact Name/Phone	MATT BOSTON 625-6820	**Requisition #**	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – INSURANCE FUNDS CLAIMS INCREASE		

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 budget to account for increased claims experience for Risk Management, Workers' Compensation, and Employee Benefits, and declaring an emergency.

Summary (Background)

To efficiently and quickly pay claims, the Risk Management, Workers' Compensation, and Employee Benefits funds need additional budget. All three insurance funds have experienced higher than anticipated claims experience in 2026 and have gone through original program budgets at a quicker pace than anticipated. For Workers' Compensation and Benefits, the increase is due to a combination of higher medical and prescription costs and higher claim volume. For Risk Management, a higher number of settlements have occurred in 2026 vs prior years. Workers' Compensation has also accumulated salary savings due to two vacancies within the small program. Salary savings will be utilized to offset the negative effect on fund balance

What impacts would the proposal have on historically excluded communities?

N/A – workers' compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees.

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 – workers' compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees. No data is collected.

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

N/A – workers' compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees. No data is 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 – workers compensation claims are for City of Spokane employees and mandated through the State of Washington. Employee benefits funding is to pay ongoing medical insurance claims for City of Spokane employees.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 7,700,000
Current Year Cost	$ 7,700,000
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 350,000	# 5800-78100-19000-54601-99999 (Risk Claims)
Expense	$ (150,000)	# 5810-78300-17610-5xxxx-99999 (WC Salary
Expense	$ 3,500,000	# 5810-78500-17680-54601-99999 (WC Claims)
Expense	$ 4,000,000	# 5830-78720-17380-54601-99999 (Premera
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

One-time funding, salary savings and fund balance from reserves through program revenues

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	DANIELS, DERREK		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List

mboston@spokanecity.org	jstratton@spokanecity.org
Jmiller@spokanecity.org	sneal@spokanecity.org

ORDINANCE NO C36930

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 BUDGET TO ACCOUNT FOR INCREASED CLAIMS EXPERIENCE FOR RISK MANAGEMENT, WORKERS’ COMPENSATION, AND EMPLOYEE BENEFITS, 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 Risk Management, Workers’ Compensation, and Employee Benefits Funds, 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 Risk Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $350,000.
A) Of the increased appropriation, $350,000 is provided solely for insurance claims.

Section 2. That in the budget of the Workers’ Compensation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease appropriation by $150,000.
A) Of the decreased appropriation, $150,000 is provided solely from base wages and associated benefits due to salary savings.

2) Increase appropriation by $3,500,000.
A) Of the increased appropriation, $3,500,000 is provided solely for insurance claims.

Section 3. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $4,000,000.
A) Of the increased appropriation, $4,000,000 is provided solely for insurance claims.

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 increase budget to account for increased claims experience, 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: Urban Experience **Date:** 08/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 09/09/2026

Date Rec'd	8/12/2026		
Clerk's File #	RES 2026-0064		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KTELIS		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION SETTING FORTH THE CITY COUNCIL'S APPROVAL OF		

Agenda Wording

A resolution setting forth the City Council's approval of investments from the Opioid Response Fund for culturally responsive treatment services; authorizing execution of related contracts without further City Council review and action.

Summary (Background)

The lack of culturally responsive treatment services was identified as a service gap through the City's sequential intercept model. The City of Spokane is trying to address this service gap by investing its Opioid Response funds received through opioid settlements for the purpose of addressing the opioid epidemic in culturally responsive treatment services with four identified providers. This resolution approves the funding recommendations and authorizes City staff to execute the appropriate contracts and related documents without further action of the City Council.

What impacts would the proposal have on historically excluded communities?

The lack of culturally responsive treatment services was identified as a service gap through the City's sequential intercept model. These investments seek to address this service gap.

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 contracted parties will be required to submit monthly key performance indicator reports as well as present quarterly (or as requested by City) program updates.

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

The contracted parties will be required to submit monthly key performance indicator reports as well as present quarterly (or as requested by City) program updates.

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?

City of Spokane's Sequential Intercept Model

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 500,000
Current Year Cost	**$** 500,000
Subsequent Year(s) Cost	**$**

Narrative

These contracts are funded through Opioid Response funds.

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

Funding Source

Funding Source Type Program Revenue

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

Opioid Response funds

Expense Occurrence	One-Time

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

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

Distribution List

RESOLUTION 2026 – 0064

A resolution setting forth the City Council's approval of investments from the Opioid Response Fund for culturally responsive treatment services; authorizing execution of related contracts without further City Council review and action.

WHEREAS, the lack of culturally responsive treatment services was identified as a service gap through the City's sequential intercept model; and

WHEREAS, the City of Spokane seeks to address this service gap by investing its Opioid Response funds received through opioid settlements for the purpose of addressing the opioid epidemic; and

WHEREAS, the City of Spokane initiated a Notice of Funding Availability (NOFA) to solicit responses from providers qualified and experienced in multiculturally specific treatment of individuals with opioid use disorder; and

WHEREAS, after a review of all responses, the City recommends the following contracts for providers to expand culturally responsive treatment services:

Center for Growth & Empowerment with Compassionate Addiction Treatment	$150,000.00
The NATIVE Project	$203,452.00
Nuestras Raices	$74,290.00
Washington State University and Spokane Tribal Network	$72,258.00

; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves the funding of the aforementioned providers for the purpose of expanding culturally responsive treatment services for individuals with opioid use disorder.

BE IT FURTHER RESOLVED that the City Council authorizes administrative staff to execute the appropriate contracts and related documents without further action of the City Council.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 08/18/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 09/09/2026		**Date Rec'd**	8/11/2026
		Clerk's File #	ORD C36925
		Cross Ref #	
		Project #	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 09-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE ENACTING A NEW SECTION TO THE SMC CREATING THE		

Agenda Wording

AN ORDINANCE relating to micro housing and sewer utility rate; enacting a new section 13.03.1129 to chapter 13 of the Spokane Municipal Code (SMC) and setting an effective date.

Summary (Background)

City Council has been briefed on the proposed approach on the 2027 and 2028 Utility Rates for Water, Wastewater, Stormwater, and Solid Waste Collection. The initial discussion was reviewed at Public Infrastructure, Environment and Sustainability Committee meeting on July 14th and on July 28th at the Finance & Administration Committee. We are seeking from City Council to approve these rate ordinances prior to the adoption of the next City biennial budget. Amending section 13.03.1008, 13.03.1010, and 13.03.1024, and enacting a new section to the Spokane Municipal Code section 13.03.1129; and amending SMC section 13.035.500, to chapter 13.03 of the Spokane Municipal Code that relates to micro housing and sewer utility rate and setting an effective date. The amendments to the SMC are to define "Micro housing unit" for dwelling units of less than 350 square feet, and to establish a sewer utility rate and Water Wastewater Capital rate for such units at sixty percent of the multifamily rate.

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 Services follows the 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 proposed ordinance aligns with work to ensure that our utilities cover their costs to serve all the citizens consistently with the City's adopted plans and policies.

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**
Revenue	**$** 0	**#** Various
Select	**$**	**#**
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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	

ORDINANCE NO. C36925

AN ORDINANCE relating to micro housing and sewer utility rate; enacting a new section 13.03.1129 to chapter 13 of the Spokane Municipal Code (SMC) and setting an effective date.

WHEREAS, City is amending SMC sections 13.03.1008, 13.03.1010, and 13.03.1024, and enacting a new SMC section 13.03.1129; and amending SMC section 13.035.500, to chapter 13.03 of the Spokane Municipal Code; and

WHEREAS, the amendments to the SMC are to define “Micro housing unit” for dwelling units of less than 350 square feet, and to establish a sewer utility rate and Water-Wastewater Capital rate for such units at sixty percent of the multifamily rate;.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges for customers located inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount
	2026
Domestic charge	$39.79
General stormwater charge	$5.60
Cost for additional apartment	$35.77
<u>Cost for micro housing unit</u>	<u>$21.46</u>
General stormwater charge per unit for four units or Less	$4.79
General stormwater charge per unit for over four units	$3.85

1. Capital Rates.

In addition to the Domestic User charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount
	2026
Commercial user charge	
Per hundred cubic feet	$2.10
General stormwater charge	
Per impervious acre per year	$1,343.34
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	$1.12
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	$97.88
Process/Seepage user charge	
Per hundred cubic feet	$0.6235

1. Capital Rates.

In addition to the Commercial User charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Outside-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Outside City Customers	Monthly Amount
	2026
Domestic charge	$69.63
Cost for additional apartment	$62.59
Cost for micro housing unit	$37.55

1. Capital Rates.

In addition to the Outside City Customer Domestic User charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount
	2026
Per hundred cubic feet	$3.68

1. Capital Rates.

In addition to the Outside City Commercial User charge, there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	2026
Per hundred cubic feet	$3.68

1. Capital Rates.

In addition to the Outside City Utility Service Area charge there shall be ((~~charged~~)) a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.03.1024 is amended to read as follows:

13.03.1024 “Dwelling Unit”

“Dwelling unit” means a structure or portion of a structure capable of habitation by a single family, including but not limited to private houses, each unit or Micro Housing Unit of a duplex or apartment house, or a mobile home.

Section 4: That there is enacted a new section 13.03.1129 to chapter 13 of the Spokane Municipal Code to read as follows:

13.03.1129 “Micro Housing Unit”

“Micro-housing” or “micro-apartment” means a multi-family housing type where individual units are designed to maximize efficiency, providing basic requirements of dwelling units for permanent dwellings not to exceed 350 square feet including lavatory, sleeping, bathing, and cooking. Larger communal spaces for community dining, cooking, and living are often provided as well.

Section 5: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater capital Rates

A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.

B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month	
	2026
Domestic user (Per single-family residence or equivalent residential unit):	
Domestic user – In City	$36.30
Domestic user – Outside City	$41.60
Commercial User:	
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	$37.35

Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	$0.7834
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	$42.79
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	$1.5664
Other services:	
PDA - Domestic User	$36.30
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	$37.35
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	$0.7834
PDA Water only Domestic User - Capital Charge	$14.53
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	$14.94
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	$0.3133
PDA Wastewater only Domestic User– Capital Charge	$22.40
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	$22.40
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	$0.4700
Service outside City utility service area (per hundred cubic feet). This rate shall	$1.5664

apply unless modified by separate agreement	
Non-domestic process water-wastewater capital rate (per thousand gallons)	$53.70
Septage charge (per thousand gallons)	$53.69
Water Service Only Domestic User-Capital Charge – In City	$14.53
Water Service Only Domestic User-Capital Charge – Outside City	$16.64
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	$14.94
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	$0.3133
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	$17.13
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	$0.6266
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	$0.4410
Wastewater Service Only Domestic User – Capital Charge – In City	$22.40
Wastewater Service Only Domestic User – Capital Charge – Outside City	$25.68
Micro Apartment Unit Charge – Inside City	$21.78
Micro Apartment Unit Charge – Outside City	$24.96
Wastewater Service Only – Commercial User – Minimum Capital	$22.40

Charge – In City (includes first forty eight units)	
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	$0.4700
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	$25.68
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	$0.9397

Section 6. Effective Date. This ordinance shall take effect and be in force on_____ , 2026.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistance City Attorney

_____
Mayor

_____
Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 08/18/2026 **Committee Agenda type:** Consent		**Date Rec'd**	8/12/2026
		Clerk's File #	ORD C36926
		Cross Ref #	
Council Meeting Date: 09/09/2026		**Project #**	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 509-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE EXEMPTION OF THE UTILITY TAX FOR CLIMATE COMMITMENT		

Agenda Wording

This ordinance modifies the SMC to create an exemption of the Utility Tax applied to funds collected for Climate Commitment Act compliance and requires funds collected for CCA compliance be listed as a separate line item on Utility bills.

Summary (Background)

City Council has been briefed on the proposed approach on the 2027 and 2028 Utility Rates for Water, Wastewater, Stormwater, and Solid Waste. The initial discussion was reviewed at Public Infrastructure, Environment and Sustainability Committee meeting on July 14th and on July 28th at the Finance & Administration Committee. We are seeking from City Council to approve this ordinance exempting the application of the Utility Tax to funds collected for Climate Commitment Act compliance prior to the adoption of the next City biennial budget. This ordinance relates to Utilities, Franchise Taxes; amending Municipal Code section 08.10.040 to chapter 08.10 of the Spokane Municipal Code; and setting an effective date. The Washington State Climate Commitment Act (CCA) was signed in 2021 and establishes a market-based cap-and-invest program to reduce greenhouse gas (GHG) emissions with the goal of cutting emissions by 95% by 2050. The CCA is codified in Ch. 70A.65 RCW and provides that the climate commitment account is created in the state treasury to receive monies from listed entities. The City's Waste to Energy Facility has been listed as a covered entity, which is required to purchase allowances in order to satisfy the compliance obligations.

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 uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	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	AVERYT, CHRIS		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
mfeist@spokancity.org	caveryt@spokanecity.org
eschoedel@spokanecity.org	rhulvey@spokanecity.org
mmarroquin@spokanecity.org	

ORDINANCE NO. C36926

AN ORDINANCE relating to Utilities, Franchise Taxes; amending Municipal Code section 08.10.040 to chapter 08.10 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the Washington State Climate Commitment Act (CCA) was signed in 2021 and establishes a market-based cap-and-invest program to reduce greenhouse gas (GHG) emissions with the goal of cutting emissions by 95% by 2050; and

WHEREAS, the CCA is codified in Ch. 70A.65 RCW and provides that the climate commitment account is created in the state treasury to receive monies from listed entities; and

WHEREAS, the City's Waste to Energy Facility has been listed as a covered entity which is required to purchase allowances in order to satisfy the compliance obligations.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 08.10.040 is amended to read as follows:

08.10.040 Exemptions

A. There may be exempted from the total gross income upon which the license fee or tax is computed revenues derived from business which the City is prohibited from taxing under the constitution or laws of the State of Washington or the United States, or the charter of the City; and any amount collected by the taxpayer for the United States, the state, or the City as excise taxes levied or imposed directly upon the taxpayer's customers for the sale or distribution of property or services.

B. There may be exempted from the total gross income upon which a license fee or tax is imposed amounts derived from the sale of commodities to persons in the same public service business as the sellers, for resale as such within this state. This exemption is allowed only with respect to those business activities taxed under SMC 8.10.030(A)(1), (A)(2) or (A)(6), or any other public service business as defined in RCW 82.16.010(10) which furnishes water, electrical energy, natural or manufactured gas, or any other commodity in the performance of public service businesses.

C. There may be exempted from the total gross income upon which the license fee or tax is computed the amount of state excise taxes imposed pursuant to chapter 82.18 RCW upon persons using the service of a solid waste collection business and collected for payment to the state by the solid waste collection business.

D. There may be exempted from the total gross income upon which the license fee or tax is imposed under SMC 8.10.030(A)(1) revenues otherwise taxable derived by a taxpayer from the business of selling electricity for use in the process of manufacturing aeronautical brake components, to the extent said revenues exceed one hundred thousand dollars during a calendar year for which said tax is due. In the event this provision is determined unenforceable for any reason, it shall not affect the validity of the tax or any other provision.

E. There may be exempted from the total gross income upon which the license fee or tax is imposed under SMC 8.10.030(A)(2) revenues otherwise taxable derived by a taxpayer arising from the business of selling natural or manufactured gas for use in the process of manufacturing aeronautical brake components, to the extent said revenues exceed one hundred thousand dollars during a calendar year for which said tax is due. In the event this provision is determined unenforceable for any reason, it shall not affect the validity of the tax or any other provision.

F. Exemption for Collection of Source-Separated Recyclable Materials.

1. There may be exempted from the total gross income upon which the license fee or tax is imposed under SMC 8.10.030(A)(3) revenues derived from providing the service of collecting source-separated recyclable materials as follows:

a. Residential Recycling.

Revenues derived from providing a residential curbside recycling collection service to the public in accord with the local comprehensive solid waste management plan adopted pursuant to chapter 70.95 RCW.

b. Commercial and Other Recycling.

Revenues derived from the service of collecting commercial or other recyclable materials not included in subsection (F)(1)(a) of this section. This exemption is limited to materials actually resold, computed in proportion to weight, as follows:

i. Any weight added by processing or treatment after collection is subtracted from the weight as sold to obtain the allowable weight as sold; and

ii. Revenues are multiplied by a fraction, the numerator of which is the allowable weight as sold and denominator of which is the weight as collected.

2. Unless otherwise approved by the department under circumstances where the taxpayer's accounting and business practices provide easily verifiable proof of the proper amounts eligible for exemption, exemptions under this subsection (D) of this section are allowed through a refund only. The taxpayer must have timely paid all taxes for the period, including any amounts for which the exemption may be claimed, and must file an application for refund, on forms provided by the department, within six months of the date on which payment was due.

3. This exemption does not apply to any energy-recovery or fuel-use process, nor in any case where materials collected have not been sold for commercial reuse within one hundred days from the date of collection. This period may be extended when a taxpayer shows to the department's satisfaction that market conditions necessitate a longer period for sale.

G. Taxpayers providing pager telephone business service, previously classified within a more generic telephone business service class, may claim an exemption for pager service revenues upon which the former generic telephone business tax under SMC 8.10.030(A)(6) may have applied, provided this exemption is limited to such revenues taxable before April 1, 2001. In addition, the department must receive a claim for this exemption no later than five p.m., December 31, 2001, after which the exemption opportunity expires.

H. Taxpayers accounting on an accrual basis may exempt net bad debts from the total gross income upon which a license fee or tax is computed if such items have been previously included and taxed as income.

I. <u>There may be exempted from the total gross income upon which the license fee or tax is computed under SMC 8.10.030(A)(3), (A)(4) and (A)(7) those customer revenues identified as for compliance with the Washington State Climate Commitment Act (CCA) pursuant to Ch. 70A.65 RCW. Said revenues generally will be listed as a separate line item on City utility bills.</u>

Section 2: <u>Effective Date</u>.

This Ordinance shall take effect and be in force on ____January 1st_____, 2027__.

PASSED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____ 202___.

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 08/18/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	8/10/2026
		Clerk's File #	ORD C36927
		Cross Ref #	
Council Meeting Date: 09/09/2026		**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)	SDIXIT ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	TEMPORARY COMMERCIAL ACTIVATION ORDINANCE		

Agenda Wording

An ordinance establishing a Temporary Commercial Activation process to support economic development, expand small-business opportunities, and activate vacant and underutilized commercial spaces, and adopting a new section 17F.040.210 to chapter 17F.040 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a temporary commercial activation process to allow the Building Official or their designee to approve a temporary commercial activation use in a Downtown, General Commercial, Neighborhood Retail, or Center and Corridor Type 1 and Type 2 Zones for a period of up to one year when the use occurs no more than two days per week or for a period of up to 180 days when the use occurs more than two days per week without triggering additional development standards. A temporary commercial activation use may not be approved for Residential, High-Hazard, or Institutional uses, or uses involving the production, processing, or retailing of marijuana, or as an off-premises alcohol outlet. This ordinance also clarifies that temporary commercial activations within the same occupancy classification and in a space with an existing certificate of occupancy do not require a change of use permit.

What impacts would the proposal have on historically excluded communities?

The purpose of this ordinance is to create opportunities for new small businesses without significant costs

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 Development Services Center will track temporary activation data.

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

The Development Services Center will track temporary activation data. We will review take-up rates of this policy to determine its effectiveness in activating temporary commercial spaces.

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

Comprehensive Plan Policy ED 3.1 – Economic Growth Comprehensive Plan Policy ED 3.2 – Economic Diversity Comprehensive Plan Policy ED 3.3 – Enterprise Opportunities Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses Comprehensive Plan Policy ED 3.6 – Small Businesses Comprehensive Plan Policy DP 4.2 – Street Life Comprehensive Plan Policy DP 4.3 – Downtown Services

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	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

ORDINANCE NO. C36927

An ordinance establishing a Temporary Commercial Activation process to support economic development, expand small-business opportunities, and activate vacant and underutilized commercial spaces, and adopting a new section 17F.040.210 to chapter 17F.040 of the Spokane Municipal Code.

WHEREAS, Comprehensive Plan Policy ED 3.1 – Economic Growth calls for the City to "Stimulate economic growth by supporting the formation, retention, expansion, and recruitment of businesses"; and

WHEREAS, Comprehensive Plan Policy ED 3.2 – Economic Diversity calls for the City to "Encourage economic diversity through a mix of small and large businesses that provide a healthy balance of goods-producing and service-producing jobs"; and

WHEREAS, Comprehensive Plan Policy ED 3.3 – Enterprise Opportunities calls for the City to "create economic development opportunities utilizing tools available to the city which will foster the growth of Spokane's economy"; and

WHEREAS, Comprehensive Plan Policy ED 3.5 – Locally-Owned Businesses calls for the City to "Support opportunities to expand and increase the number of locally-owned businesses in Spokane"; and

WHEREAS, Comprehensive Plan Policy ED 3.6 – Small Businesses calls for the City to "Recognize the significant contributions of small businesses to the city's economy and seek to enhance small business opportunities"; and

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

WHEREAS, Comprehensive Plan Policy DP 4.3 – Downtown Services calls for the City to "Support development efforts that increase the availability of daily needed services in downtown Spokane"; and

WHEREAS, the City intends to establish a temporary commercial activation program to support the City's economic development, small business, and aviation goals.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is adopted a new Section 17F.040.210 of the Spokane Municipal Code to read as follows:

Section 17F.040.210 Temporary Commercial Activation

A. Temporary commercial activations within the same occupancy classification and in a space with an existing certificate of occupancy do not require a change of use permit.

B. The Building Official or their designee may approve a temporary commercial activation use in a Downtown, General Commercial, Neighborhood Retail, or Center and Corridor Type 1 and Type 2 Zone without triggering additional development standards.

C. To qualify for a temporary commercial activation use authorized under this section:

    1. The space must have an existing certificate of occupancy;

    2. The proposed change of use must be temporary in nature with no permanent construction or use of high-hazard materials; and

    3. The proposed space may be used for Retail Sales and Service or Office use only.

D. A temporary commercial activation use may not be approved for Residential, High-Hazard, or Institutional uses, or uses involving the production, processing, or retailing of marijuana, or as an off-premises alcohol outlet as defined in SMC 17C.348.020.

E. A temporary commercial activation use may not be approved for uses requiring sprinkler or alarm modifications or uses requiring increased plumbing fixtures.

F. The Building Official or their designee may approve a temporary commercial activation use for a period of up to one year when the use occurs no more than two days per week or for a period of up to 180 days when the use occurs more than two days per week.

G. The Building Official or their designee may attach conditions to the temporary commercial activation use or revoke the temporary commercial use if necessary to safeguard the public health and safety.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or

regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date