

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 15, 2026, 11:00 a.m.:

1-408-418-9388; access code: 2492 172 9618; password: 0320

Legislative Session on September 16, 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 11, 2026, and ending at 6:00 p.m. on Wednesday, September 16, 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 14, 2026. You must sign up by 6:00 p.m. on Wednesday, September 16, 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 within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

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 15, 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](https://my.spokanecity.org/citycouncil/documents/) at <https://my.spokanecity.org/citycouncil/documents/>.

AGENDA REVIEW SESSION

(11:00 a.m. Tuesday, September 15, 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 16, 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 2026-0066** Joint resolution authorizing the Spokane Airport to purchase property identified as Spokane County Assessor Parcel 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) **Rob Schultz**
2. **RES 2026-0067** A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028. (Council Sponsors: Council Members Dixit and Klitzke) **Jon Snyder**

A. Ordinances (Proposed)

1. **ORD C36939** Authorizing the sale, issuance and delivery of not to exceed \$34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam. (Council Sponsors: Council Members Klitzke and Zappone) **Reiner Hershaw**

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)

1. Police Ombuds Commission (CPR 2015-0034) – One Appointment
 - Jim Leighty

B. Reports, Contracts and Claims (Pending)

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

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

1. **OPR 2022-0162** Original VB was for \$80,000.00 annually for a five-year period. Amend the final year of the VB from \$80,000.00 to \$130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone) **Reiner Hershaw**
2. **OPR 2024-0927** Contract renewal 2 of 2 with Action Materials (Spokane) for transportation of topsoil to the Northside Landfill from 11/15/2026 - 11/14/2027 and a total cost not to exceed \$65,000.00, plus tax. (Council Sponsor: Council Member Klitzke) **Trace Bradburn**
3. **OPR 2025-0542** Contract Amendment with Shamrock Paving, Inc (Spokane, WA) for on-call paving services on an as needed basis not to exceed an additional \$200,000.00 annually plus tax. (Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone) **Reiner Hershaw**
4. **OPR 2026-0780** Pre-approval for Purchase from National Auto Fleet Group, (Watsonville, CA) and Titan truck, (Spokane) of a Kenworth T300 Chassis equipped with a specialty Tapping body using Sourcewell Contract 081325-NAF for \$370,268.70 including sales tax for the Water Department. (Council Sponsor: Council Member Klitzke) **Rick Giddings**

5. **OPR 2026-0781** Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for as-needed mechanical repairs at the Waste to Energy Facility from 10/1/2026 - 9/30/2027 and a total cost not to exceed \$2,500,000.00, plus tax. (Council Sponsor: Council Member Klitzke) **Trace Bradburn**
6. **OPR 2026-0782** Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from 10/15/2026 - 6/30/2028 and a total cost of \$322,822.54, plus tax. (Council Sponsor: Council Member Klitzke) **Trace Bradburn**
7. **OPR 2026-0783** Contract award to SSEC APEX, Inc. (Hauser, ID) for emergency reseeding and erosion control due to wildfire damage at the City's Northside Landfill from 8/21/2026 - 6/30/2027 and a total cost not to exceed 1,331,000.00, plus tax. (Council Sponsor: Council Member Klitzke) **Trace Bradburn**
8. **OPR 2026-0784** Seeking approval for a Value Blanket with Specialty Mobile Mix, Inc. (Spokane, WA) for purchasing concrete mix as needed from 9/1/2026-9/30/2027 at a total cost not to exceed \$75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) **Clint Harris**
9. **OPR 2026-0785** Contract renewal with Washington State Department of Transportation (WSDOT) for snow and ice mitigation control from 10/1/2026-10/31/2036; annual cost will vary depending on the winter and the maintenance work completed by WSDOT. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) **Clint Harris**
10. **OPR 2026-0786** Seeking approval for a contract with IDAX Traffic Data, LLC (Murfreesboro, TN) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed \$75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) **Clint Harris**
11. **OPR 2026-0787** Seeking approval for a contract with Quality Counts, LLC (Athol, ID) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed \$75,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) **Clint Harris**
12. **OPR 2026-0788** An initial purchase of \$90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC (Post Falls, ID) for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases totaling roughly \$300,000 made under the emergency non-competitive procurement justification form that was approved on August 13, 2026. (Council Sponsor: Council Member Klitzke) **James George III (Trey)**
13. **OPR 2026-0789** Council approval to award contract with lowest responsive, responsible bid, Shamrock Paving, Inc. (Spokane) to repair approximately 600 square yards of deteriorated asphalt close to gate one. The cost is \$59,628.75 plus applicable taxes. (Council Sponsors: Council Members Klitzke and Zappone) **Kyle Arrington**

- 14. OPR 2026-0790** Five-year Value Blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis. (Council Sponsors: Council President Wilkerson, Council Members Klitzke and Zappone) **Reiner Hershaw**

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 C36938** 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 appropriation to restore extensive unplanned damage at the Northside Landfill due to the August 2026 wildfires, and declaring an emergency. (Council Sponsors: Council Members Klitzke and Zappone) **Trace Bradburn**

E. Resolutions (Pending)

- 1. RES 2026-0058** A resolution adopting a "Council Operations Guide pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke) **Chris Wright** (Note: This item was originally deferred under the incorrect resolution number RES 2026-0059 as part of the 08-18-26 agenda review)
- 2. 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**

F. Ordinances (Pending)

1. **ORD 36920** Extending the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program. (Council Sponsors: Council Members Dillon and Klitzke) (Brought back to the Council's Legislative Agenda through a motion to reconsider and amended on 09-08-2026)
2. **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**

G. Special Considerations (Pending)

FURTHER ACTION DEFERRED ON PENDING LEGISLATIVE ITEMS

FINAL LEGISLATIVE ITEMS

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

A. Board and Commission Appointments (Final)

B. Reports, Contracts and Claims (Final)

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

1. **OPR 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)
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)
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)

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)
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)
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)
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)
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)
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)

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

Urban Experience Committee (UE) (Final)

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

Report of the Mayor of Pending:

1. Pending claims & payments of previously approved obligations through: 09/04/2026. Total \$10,483,214.62 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total \$9,957,859.39. (CPR 2026-0002)

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.

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 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)
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)
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)
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)
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)
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)

E. Resolutions (Final)

F. Ordinances (Final)

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)

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 16, 2026, Regular Legislative Session of the City Council will be adjourned. The next Regular Agenda Review Meeting is scheduled for September 22, 2026, at 11:00 a.m. The next Regular Legislative Session of the City Council is scheduled for September 23, 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:** PIES **Date:** 09/08/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/30/2026

Clerk's File #

RES 2026-0066

Cross Ref #**Project #****Council Meeting Date:** 09/30/2026**Submitting Dept**

SPOKANE AIRPORT BOARD

Bid #**Contact Name/Phone**

ROB SCHULTZ (509) 455-6448

Requisition #**Contact E-Mail**

RSCHULTZ@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE BWILKERSON

Sponsoring at Administrators Request

NO

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

JOINT RESOLUTION AUTHORIZING PURCHASE OF PROPERTY BY SPOKANE

Agenda Wording

JOINT RESOLUTION AUTHORIZING THE SPOKANE AIRPORT TO PURCHASE PROPERTY IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCEL 24063.0104 (light industrial property located generally at unassigned address S. Hayford Road).

Summary (Background)

Pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"). Pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property by the airport. On August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 2026 ("PSA"), a copy of which is provided with the joint resolution as Exhibit A.

What impacts would the proposal have on historically excluded communities?

Not applicable - purchase of property

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 - purchase of property

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

Not applicable - purchase of property

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 action is consistent with the joint operations agreement between the City of Spokane and Spokane County. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the property purchase on August 20, 2026

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	WRIGHT, CHRISTOPHER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
rschultz@spokaneairports.net		twoodard@spokaneairports.net	

City Resolution No: RES 2026-0066
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 24063.0104	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, on August 20, 2026, the Airport Board recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 24063.0104, light industrial property located generally at unassigned address S. Hayford Road, in unincorporated Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, effective as of August 20, 2026 ("PSA"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A;
2. That the Chief Executive Officer of the Airport, or delegee, be and is hereby authorized to prepare and execute any documents and do all things on behalf of Spokane County and City of Spokane necessary or related to purchase the Property and to carry out the terms and conditions of the PSA;

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

Giacobbe Byrd, City Clerk

Approved as to form:

City Attorney

[signature page follows]

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez
Clerk of the Board

MARY L. BROOKS, CHAIR

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF AUGUST 20, 2026,
BY AND BETWEEN SPOKANE AIRPORT AND NEDLOG INVESTMENTS, L.L.C.

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property and any and all buildings and other improvements thereon, identified as Spokane County assessor tax parcel number 24063.0104 located generally in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Five Thousand Four Hundred Dollars (\$5,400.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price (“Purchase Price”) for the Property will be Five Hundred Forty Thousand Dollars (\$540,000.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term “Current Funds” means wire transfers, certified funds, or a cashier’s check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term “Investigation Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer’s inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller’s possession or control), including, without limitation, the following: environmental assessment reports; Seller’s disclosure statement in accordance with RCW 64.06.020; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the “Current Diligence Materials”). Prior to the expiration of the Investigation Period, Buyer may, in Buyer’s sole and absolute discretion and at Buyer’s sole cost and expense, obtain the following: (i) a Phase I environmental report (“Phase I”) relating to the Property (with the Phase II environmental report described below, if any, each an “Environmental Report”); (ii) a survey of the Property (“Survey”); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer’s sole and absolute discretion (collectively, the “Additional Studies”). If the Phase I indicates the need for a Phase II environmental report (“Phase II”), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the “Diligence Materials” in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer’s inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer’s agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same or to enforce this indemnity) (collectively, “Claims”) incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer’s indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to

repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional

Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a “Permitted Exception.” Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller’s failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged bargain and sale deed (“Deed”) in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner’s policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions (“Title Policy”). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer’s sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period (“Approval Notice”). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of hazardous substances on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) All original Permits, to the extent assignable.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(5) A counterpart original of the Closing Statement.

(6) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original of the Closing Statement.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months. For purposes of this Section 7, the phrase “Seller’s knowledge” and similar phrases shall mean and refer to the actual knowledge of Martin Golden, Jr., Janis Northquist and Angela Mercer, collectively (the “Knowledge Representatives”), but with no duty of inquiry or investigation.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller’s knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Organizational Status. Seller is a limited liability company, duly organized and validly existing under the laws of the state of Washington, and is the sole fee owner of the Property and has good and marketable title thereto.

7.5 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.6 Seller’s Performance. To the best of Seller’s knowledge, Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing.

7.7 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller’s knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.8 Environmental/Hazardous Substances. To the best of Seller’s knowledge, without the duty of investigation or inquiry, no hazardous substances have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation

of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of hazardous substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law, except as otherwise disclosed to the Buyer.

As used in this Agreement, the term “Environmental Law” means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.9 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller’s creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller’s assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller’s assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.10 Anti-Terrorism Laws. Seller is not a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

7.11 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.12 Knowledge Representatives. The Knowledge Representatives are the most knowledgeable persons with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer’s written approval, which may be granted or withheld in Buyer’s sole and absolute discretion; (ii) execute

any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of six (6) months.

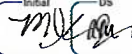
9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Initial
DS


Seller's Initials:

Initial
JEN


Buyer's Initials: Dstt

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials; and/or (ii) bring an action for specific performance.

13. Brokerage. Seller is represented by Tim Kestell of Kiemle Hagood ("Seller's Broker") in connection with the transaction contemplated by this Agreement. Seller shall be solely responsible for any commissions owing to Seller's Broker at Closing. Buyer has not utilized the services of a broker. Except for Seller's Broker identified above, Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, and/or (ii) upon email transmission, addressed as follows:

If to Buyer:	Spokane Airport c/o Airport Board Attn: David Haring 9000 West Airport Drive, Suite 204 Spokane, Washington 99224 Email: dharing@spokaneairports.net
with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@spokaneairports.net
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black Anaka I. Hansen 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com ahansen@lukins.com
If to Seller:	Nedlog Investments, L.L.C. Attn: Janis K. Northquist 17924 40th Ave W., Lynnwood, WA, 98037 Email: djnorth6@hotmail.com

with a copy to:

Kiemle Hagood
Attn: Tim Kestell
601 W. Main Ave. Suite 400
Spokane, WA 99201
Email: tim.kestell@kiemlehagood.com

Angela Mercer
2512 S. Parkway Ave.
Battle Ground, WA 98604
Email: angiejmercerc@gmail.com

Martin Golden Jr
15024 Monty Court
Lake Elsinore, CA 92530
Email: nedlogms@msn.com

If to Escrow Agent: Spokane County Title
Attn: Keith Newell
1010 North Normandie, Suite 100
Spokane, Washington 99201
Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day

after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, however, the original Buyer will remain liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

14.17 Execution and Delivery Deadline. The offer reflected in this Agreement shall remain open until 5:00 p.m. Pacific time on August 27, 2026. If both parties do not execute and deliver this Agreement by such time, the offer shall automatically expire without further action by either party.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____

Name: David S. Haring

Its: Chief Executive Officer

Date: _____

8/20/26

SELLER:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

Signed by:

Janis Northquest

By: _____

Name: Janis Northquest

Its: Registered Agent-Finance Manager

Date: 8/17/2026

DocuSigned by:

Angela Mercer

D726AC8F0AD442E...

Angela Mercer

Manager

8/17/2026

Signed by:

Martin Golden

2CFA16587EE146C...

Martin Golden

Manager

8/17/2026

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2026. Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: _____
Name: Keith Newell
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS,
PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

Address: Unassigned Address S. Hayford Road, Spokane County, Washington 99224

EXHIBIT B
BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Spokane Airport
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Attn: Amy Anderson

BARGAIN AND SALE DEED

The Grantor, NEDLOG INVESTMENTS, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells, and conveys to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described as:

TRACT 33, GARDEN ACRES, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF
PLATS, PAGE 86, IN SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 24063.0104

situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit A attached hereto.

[signature and acknowledgement page follows]

DATED this ____ day of _____, 202____.

GRANTOR:

NEDLOG INVESTMENTS, L.L.C.
a Washington limited liability company

By: Exhibit – Do Not Execute

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by
_____ as _____ of NEDLOG INVESTMENTS, L.L.C., a
Washington limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Exhibit A
To Bargain and Sale Deed
Permitted Exceptions

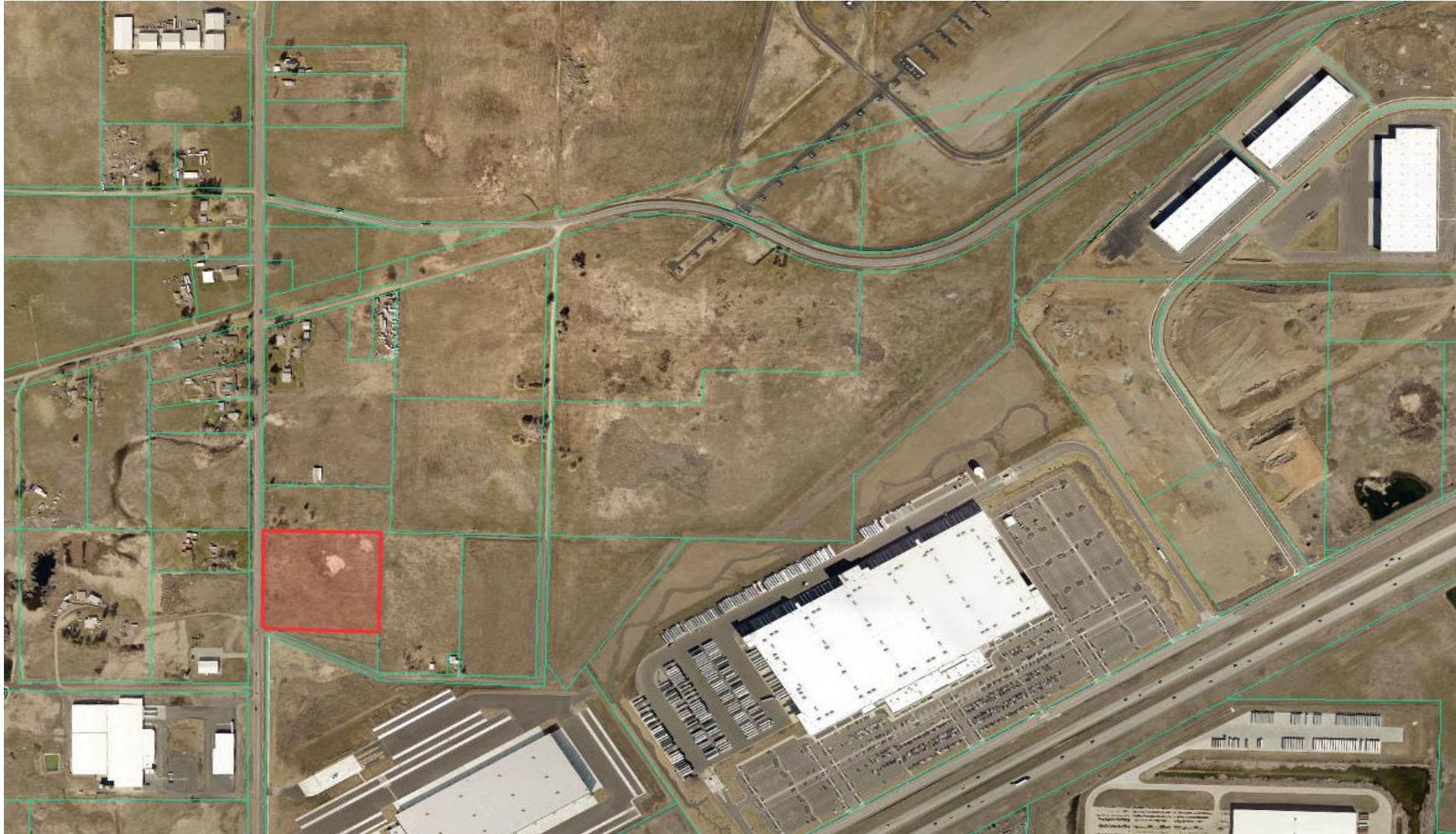
[To be inserted prior to closing]



Proposed Property Acquisition

August 2026

Nedlog Property



- The unimproved property is generally located at an unassigned address of 58XX S. Hayford Road, in unincorporated Spokane County
- Spokane County Tax Parcel: 24063.0104
- Parcel: 5.53 acres
- Fair Market Value determined by MAI Appraisal: \$540,000 (\$2.24 psf)
- Located within Airport Compatibility Zone (ACZ) 2 of the current primary runway
- Zoning: Light Industrial
 - Currently used as vacant land
- Clear Title
- Phase I Environmental Assessment: No Concerns
- The seller contacted the Airport regarding the purchase

MAI Appraisal & Technical Review

Fair Market Value as appraised by Valbridge Property Advisors and reviewed by Lembeck Appraisal & Consulting.

1.81 Acres/78,843.60 SF
FMV \$350,000 (\$4.44 PSF)

5.53 acres/240,887 SF
FMV \$540,000 (\$2.24 psf)



NEDLOG LAND - SIA
SUMMARY OF SALIENT FACTS

Summary of Salient Facts

Property Name:	Nedlog Land - SIA
Address:	58XX S. Hayford Road Spokane, Spokane County, Washington 99224
Latitude & Longitude:	47.601027, -117.564000
Assessor's Parcel Number:	24063.0104
Property Rights Appraised:	Fee Simple
Zoning:	LI/ACZ-2, Light Industrial/Airport Control Zone 2
Site Size:	5.53 acres, (240,887 sf)
Property Type:	Industrial Land
Extraordinary Assumptions:	None.
Hypothetical Conditions:	None.
Highest and Best Use As Vacant:	Hold the property until water service is available. In the interim, the property could be used for general storage without extending water service.
Date of Inspection:	September 25, 2025
Date of Report:	October 1, 2025

Value Conclusions

Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	September 25, 2025
Value Conclusion	\$540,000
	\$2.25 psf



LEMBECK APPRAISAL
& CONSULTING, INC.
Commercial Real Estate Analysis
& Market Research

APPRAISAL REVIEW

PROPERTY:	Nedlog Land 58XX S Hayford Rd Spokane County, WA
APPRAISER:	Julie Cope and Bruce C. Jolicoeur, MAI Valbridge Property Advisors
DATE OF REPORT:	October 1, 2025
INTEREST VALUED:	Fee Simple
PREPARED FOR:	Amy Anderson Spokane International Airport Board
DATE OF REVIEW:	December 31, 2025
REVIEWER:	Jeffrey D. Lembeck, MAI Lembeck Appraisal & Consulting, Inc.
REVIEWER'S FILE NO.:	25.204

EFFECTIVE DATES AND VALUE CONCLUSIONS

Market Value	Effective Date	Appraiser's Opinion	Reviewer's Conclusion
Fee Simple As Is:	September 25, 2025	\$540,000	Reasonable

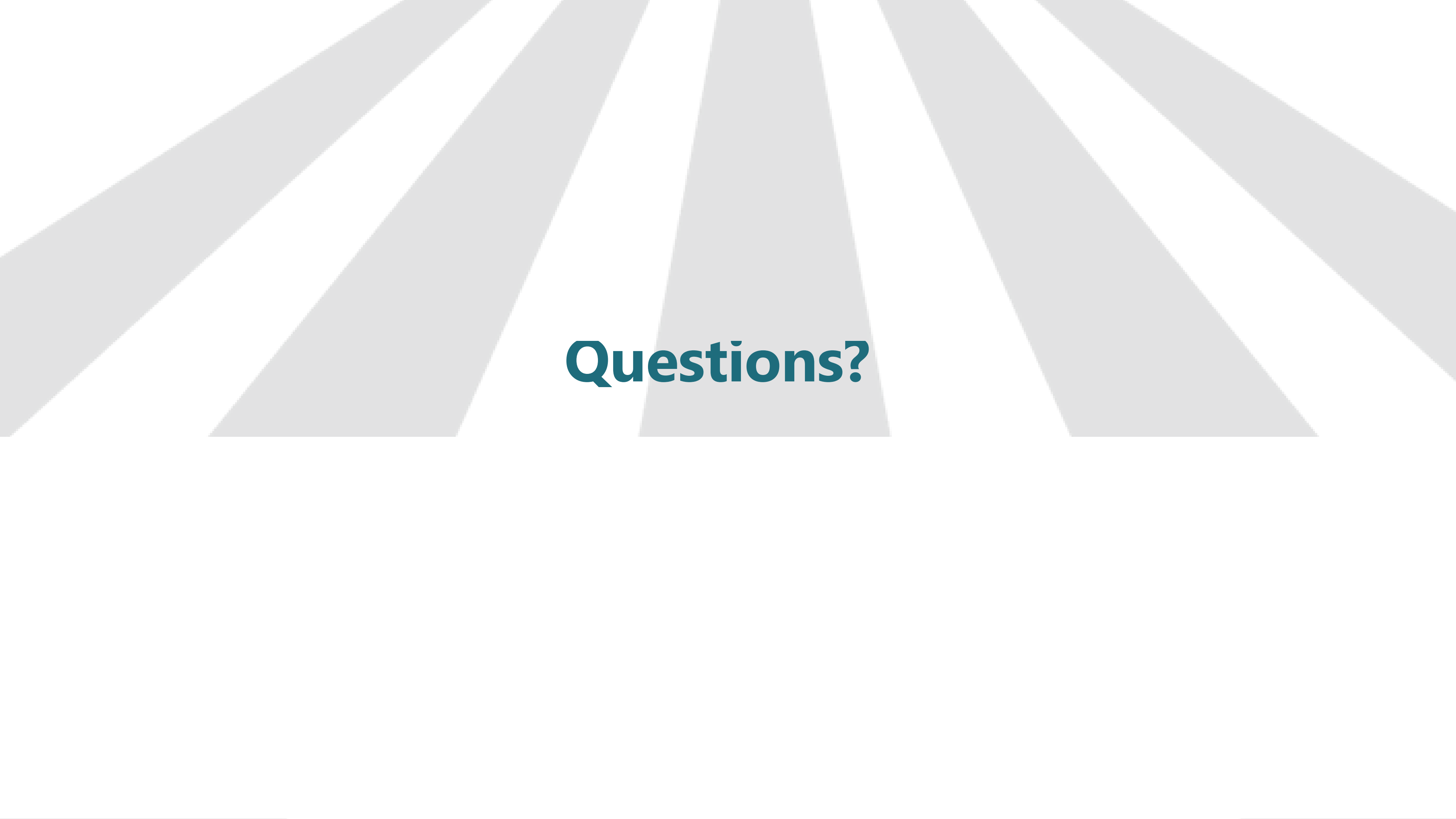


Spokane
International Airport

Property Summary

Nedlog – 5.53 acres of unimproved property

- Fair Market Value: \$540,000 (\$2.24 psf)
- Within Airport Compatibility Zone (ACZ) 2
- Zoned Light Industrial
 - Currently used as vacant land
- Clear title
- Phase I Environmental Assessment result – no concerns



Questions?



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Discussion

Date Rec'd

9/2/2026

Clerk's File #

RES 2026-0067

Cross Ref #

Project #

Council Meeting Date: 09/30/2026

Submitting Dept

TRANSPORTATION &

Bid #

Contact Name/Phone

JON SNYDER 5095071251

Requisition #

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE SDIXIT

Sponsoring at Administrators Request

YES

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

ADOPTING TBD BUDGET ALLOCATIONS & PROJECTS

Agenda Wording

A resolution adopting the allocations and project prioritization from the Residential Street Maintenance Program utilizing Transportation Benefit District (TBD) funding for 2027 and 2028.

Summary (Background)

The Transportation Commission was created in 2024 by Ordinance C365717 to review and make recommendations for projects under consideration for TBD funding, replacing the Citizens Transportation Advisory Board established in 2011. The Commission made its first TBD program recommendations to the TBD Governing Board in 2025. This year the Commission made recommendations for a two-year cycle for street maintenance and sidewalk infill projects for 2027 and 2028 via Resolutions 2026-005 and 2026-006.

What impacts would the proposal have on historically excluded communities?

Transportation Commission reviewed the proposed project list and funds available and considered equity and safety amongst the three council districts.

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 local access streets are reviewed by the Street Department and Transportation Commission. Conditions and future construction are taken into consideration so that priority is afforded to ensuring safety for all communities.

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

Discussion and some movement of projects has been done so that the City can be assured the best use of funds and right-fit the solutions proposed.

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 functions of the Transportation Commission and City's street maintenance priorities, and benefits neighborhood safety.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
See budget information in resolution			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>	SNYDER, JON		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
nwhite@spokanecity.org		charris@spokanecity.org	
kpicanco@spokanecity.org		nzollinger@spokanecity.org	

RESOLUTION NO. 2026-0067

A resolution adopting the allocations and project prioritization from the 2027-2028 Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C-34648 establishing the City of Spokane Transportation Benefit District ("District") codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with Chapter 36.73.015, SMC 8.16.060 established that the funds generated by the Transportation Benefit District shall be used specifically for annual improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities and programs set forth in the six year pavement maintenance program element of the Six Year Comprehensive Street Program, including the minimum allocation of ten percent of the generated revenue to implement pedestrian programs of the Six Year Comprehensive Street Program; and

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, on June 23, 2025, the City Council approved Resolution No. 2025-0045 adopting the 2026-2031 Six Year Comprehensive Street Program; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget; and

WHEREAS, via Resolutions 2026-005 and No 2026-006, the Transportation Commission voted to formally recommend the street maintenance and sidewalk projects in **Exhibit A** for construction in 2027 and 2028 at its July and August 2026 meetings; and

WHEREAS, the Transportation Commission Resolutions 2026-005 and 2026-006 were first presented to Spokane City Council at its September 9, 2026 Public Infrastructure, Environment, and Sustainability Committee meeting, and subsequently available for public review and comment at council meetings; and

WHEREAS, the City Council, acting in its capacity as the governing board for the Transportation Benefit District, and consistent with enabling provisions of state law and the Spokane Municipal Code, finds it to be in the best interest of the District to adopt budget allocations and project prioritization for 2027 and 2028 set forth by the Transportation Commission;

NOW, THEREFORE BE IT RESOLVED by the Spokane City Council, in its capacity as the governing board of the Spokane Transportation Benefit District, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization set forth in Exhibit A are approved for the 2027 and 2028 budget years for the applicable funds generated pursuant to Chapter 36.73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved projects: The revenue from the from the twenty dollar vehicle fee shall only be expended for transportation projects included within the annual improvements to operation, preservation, and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the six year pavement maintenance program element of the City's 2026-2031 Six Year Comprehensive Street Program adopted pursuant to Resolution No. 2025-0045 and specifically allocated pursuant to this resolution and Exhibit A.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A
2027-2028 Street Projects

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1	Chip Seal	Cincinnati/Dalton Et Al	\$341,280
2027	1	Grind & Overlay	Gordon - Crestline to Cook	\$403,433
2028	1	Grind & Overlay	Astor - Indiana to Montgomery	\$704,843
2028	1	Grind & Overlay	Lidgerwood - Sharp to Mission	\$471,467
2027	2	Chip Seal	9th Ave from Cannon to Maple Et Al	\$426,236
2027	2	Grind & Overlay	Cowley - 13th to 12th	\$56,333
2027	2	Grind & Overlay	26th - Garfield to Ivory	\$338,624
2028	2	Chip Seal	35th from Freya to Havana Et Al	\$808,600
2028	2	Grind & Overlay	Rebecca - 4th to Hartson	\$259,740
2027	3	Grind & Overlay	Lincoln - F to 5 Mile	\$202,800
2027	3	Chip Seal	Waverly/Park/Cleveland - Post to Division	\$588,774
2028	3	Chip Seal	Washington Et Al - Buckeye to Euclid	\$341,280
2028	3	Grind & Overlay	Braeburn/Midwick Et Al	\$660,140

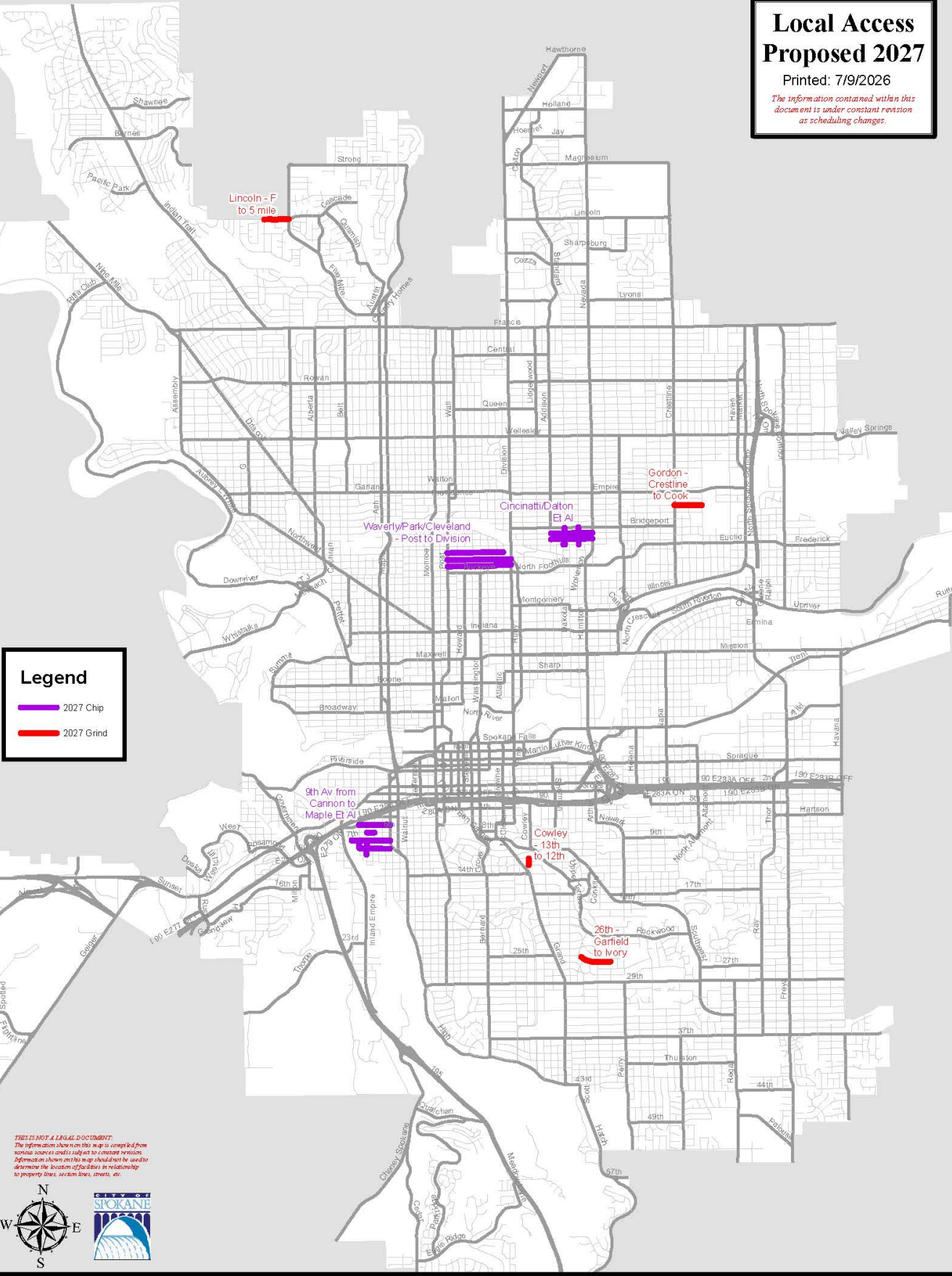
Exhibit A
2027 – 2028 Sidewalk Projects

Proposed Year	Council District	Project Name	Project Cost
2027	2	11 th Ave, Arthur St to Perry St	\$230,000
2027	2	Pittsburg St, 34 th Ave to 37 th Ave (one side)	\$170,000
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)	\$180,000
2028	2	Arthur St, 38 th Ave to 43 rd Ave (one side)	\$350,000

Local Access Proposed 2027

Printed: 7/9/2026

The information contained within this document is under constant revision as scheduling changes.



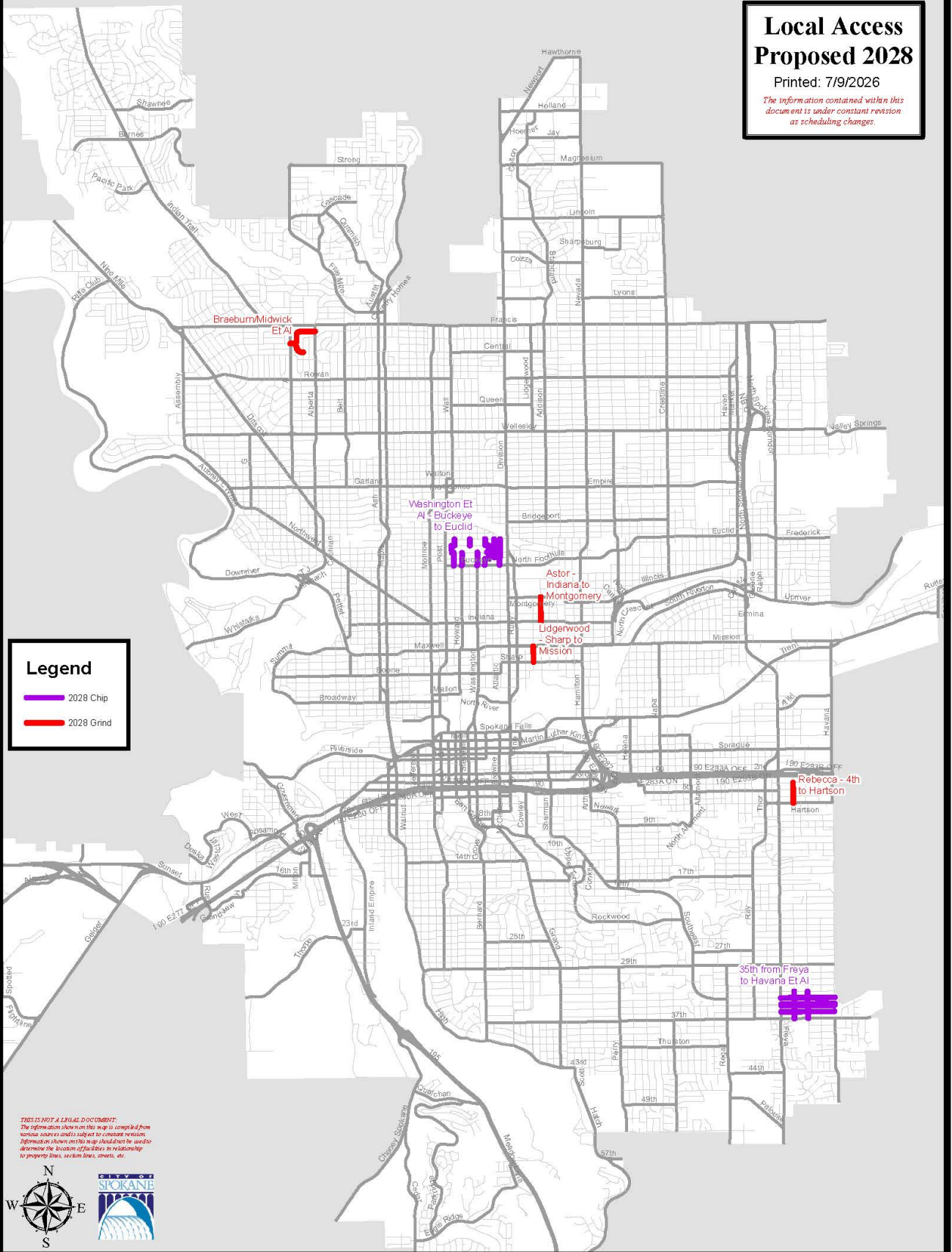
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Local Access Proposed 2028

Printed: 7/9/2026

The information contained within this document is under constant revision as scheduling changes.



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RESOLUTION 2026 – 005

A resolution establishing the 2027 and 2028 sidewalk projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed sidewalk project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the \$20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

ADOPTED by the City of Spokane Transportation Commission by a vote of 8 Ayes & 0 Nays on this 20th day of August, 2026.

Grant Shipley

Grant Shipley (Aug 21, 2026 22:46:20 PDT)

Grant Shipley, Transportation Commission President

Exhibit A

Proposed Year	Council District	Project Name
2027	2	11 th Ave, Arthur St to Perry St
2027	2	Pittsburg St, 34 th Ave to 37 th Ave (one side)
2028	3	Francis Ave, Assembly St to Sutherlin St (one side)
2028	2	Arthur St, 38 th Ave to 43 rd Ave (one side)

Transportation Commission Resolution 2026-005

Final Audit Report

2026-08-22

Created:	2026-08-21
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7ADjk866KQWaTskPa5srbDZqvAAHPdv5

"Transportation Commission Resolution 2026-005" History

-  Document created by Emily King (eking@spokanecity.org)
2026-08-21 - 5:02:56 PM GMT
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-  Document e-signed by Grant Shipley (gshipley@spokanecity.org)
Signature Date: 2026-08-22 - 5:46:20 AM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-08-22 - 5:46:20 AM GMT

RESOLUTION 2026 – 006

A resolution establishing the 2027 and 2028 projects as recommended by the Transportation Commission for approval by the Spokane City Council, the Transportation Benefit District Governing Board.

WHEREAS, on June 24, 2024, the City Council adopted Ordinance C36517, which ordinance established the city's Transportation Commission, whose responsibilities were set forth in Chapter 04.40 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36517 also dissolved the Citizens Transportation Advisory Board (CTAB) and assigned citizen oversight of District funds to the newly created Transportation Commission, which now is charged with making recommendations for local access street repair to the City Council; and

WHEREAS, the Transportation Commission divided its potential project responsibilities among the three City Council districts and conducted on-site reviews of each proposed street project, and then evaluated project priorities based on budget;

NOW, THEREFORE, BE IT RESOLVED by the Transportation Commission recommendation and project prioritization as set forth in Exhibit A for the 2027 and 2028 years, using those funds generated pursuant to Chapter 8.16 of the Spokane Municipal Code; and

BE IT FURTHER RESOLVED, the revenue generated from the \$20 vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, as specifically allocated pursuant to this resolution and Exhibit A, and 2028 projects may be used as alternate projects for the 2027 construction season as needed.

Exhibit A

Proposed Year	Council District	Project Type	Project Name	Project Cost
2027	1 - NE	Chip Seal	Cincinnati/Dalton Et Al	\$341,280
2027	1 - NE	Grind & Overlay	Gordon - Crestline to Cook	\$403,433
2028	1 - NE	Grind & Overlay	Astor - Indiana to Montgomery	\$704,843
2028	1 - NE	Grind & Overlay	Lidgerwood - Sharp to Mission	\$471,467
2027	2 - S	Chip Seal	9th Ave from Cannon to Maple Et Al	\$426,236
2027	2 - S	Grind & Overlay	Cowley - 13th to 12th	\$56,333
2027	2 - S	Grind & Overlay	26th - Garfield to Ivory	\$338,624
2028	2 - S	Chip Seal	35th from Freya to Havana Et Al	\$808,600
2028	2 - S	Grind & Overlay	Rebecca - 4th to Hartson	\$259,740
2027	3 - NW	Grind & Overlay	Lincoln - F to 5 Mile	\$202,800
2027	3 - NW	Chip Seal	Waverly/Park/Cleveland - Post to Division	\$588,774
2028	3 - NW	Chip Seal	Washington Et Al - Buckeye to Euclid	\$341,280
2028	3 - NW	Grind & Overlay	Braeburn/Midwick Et Al	\$660,140

Passed by the Transportation Commission this 7th day of July, 2026.

_____, Grant Shipley, President

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/1/2026

Clerk's File #

ORD C36939

Cross Ref #**Project #****Council Meeting Date:** 09/30/2026**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

REINER X7821

Requisition #**Contact E-Mail**

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

CWIFP BOND ORDINANCE

Agenda Wording

An ordinance of the City of Spokane, Washington, authorizing the sale, issuance and delivery of not to exceed \$34,680,800 of the City's Water and Wastewater System revenue bond, series 2027 (taxable CWIFP loan) to finance a portion of certain work to maintain, upgrade and repair the Upriver Hydroelectric Dam.

Summary (Background)

The Upriver Dam is in need of upgrades and repairs to ensure continuity of services.

What impacts would the proposal have on historically excluded communities?

The proposed dam rehabilitation and upgrade project is expected to have a positive overall impact on historically excluded communities. The project will improve the safety, reliability, and long-term functionality of critical water infrastructure, reducing the risk of infrastructure failure and potential impacts to downstream residents, businesses, and public facilities.

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, analyzed or reported on from a demographic perspective.

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

The appropriateness of the CWIFP loan has already been determined after comparing and contrasting the loan product's features against a regular revenue bond.

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 loan allows the Upriver Dam rehabilitation to be undertaken thus aligning the financing with the Comp Plan and CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This bond is effectively a line of credit with the U.S. Army Corps of Engineers that will be drawn upon starting in Q1 2027. It is unknown at this time, how much will be drawn in total.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 34,680,800	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	HERSHAW, REINER		
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>			
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
mfeist@spokanecity.org		caveryt@spokanecity.org	
rhershaw@spokanecity.org		jstratton@spokanecity.org	
mboston@spokanecity.org		aalbinmoore@spokanecity.org	

CITY OF SPOKANE
WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)

ORDINANCE NO. C36939

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED \$34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Passed: September 30, 2026

Prepared by:

Kutak Rock LLP

Spokane, Washington

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Exhibit “A”: Form of the Bond

Exhibit “B”: Form of the CWIFP Credit Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED \$34,680,800 OF THE CITY'S WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027 (TAXABLE CWIFP LOAN) TO FINANCE A PORTION OF CERTAIN WORK TO MAINTAIN, UPGRADE, AND REPAIR THE UPRIVER HYDROELECTRIC DAM; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE TERMS OF THE BOND UNDER THE CONDITIONS SET FORTH HEREIN; DESIGNATING THE REGISTRAR; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BOND; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR DEPOSITS THEREIN; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

RECITALS

WHEREAS, the City of Spokane, Washington (the “**City**”) is a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the “**State**”) and the Charter of the City; and

WHEREAS, the City now owns and operates a combined system of water supply and distribution system and wastewater treatment and disposal (the “**System**”); and

WHEREAS, the City owns and operates the Upriver Hydroelectric Dam (the “**Upriver Dam**”) – a concrete gravity dam located on the Spokane River that generates over 70 million kilowatt-hours annually to power the pumps that deliver up to 150 million gallons of System drinking water daily to City inhabitants; and

WHEREAS, the Upriver Dam is in need of certain work to maintain, upgrade and repair its spillway gates and certain concrete repairs among other identified performance deficiencies, as more particularly described in the CWIFP Credit Agreement (the “**Project**”), which will enable it to continue to power the pumps to deliver System drinking water; and

WHEREAS, the City is authorized and empowered by chapters 35.41 and 39.46 RCW to issue revenue bonds for the purpose of paying the costs of additions, improvements, and betterments to the System, including the costs of the Project; and

WHEREAS, the City now has outstanding its Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to Ordinance No. C35170, passed by the City Council of the City (the “**Council**”) on October 27, 2014 (the “**2014 Bond Ordinance**”), in the original aggregate principal amount of \$181,225,000, and currently outstanding in the aggregate principal amount of \$101,125,000 (the “**2014 Bonds**”); and

WHEREAS, the City has authorized the issuance of its Water and Wastewater System Revenue Refunding Bonds, Series 2026, pursuant to Ordinance No. C36897, passed by the Council on July 22, 2026 (the “**2026 Bond Ordinance**”), in the original aggregate principal amount of not to exceed \$106,000,000 (the “**2026 Bonds**”); and

WHEREAS, to obtain maximum savings for the ratepayers of the City, the City is desirous of issuing the 2026 Bonds for the purpose of redeeming and retiring all or a portion of the 2014 Bonds in the event adequate savings thresholds can be achieved; however, in the event such savings thresholds cannot be met, the City may not issue the 2026 Bonds prior to the issuance of the Bond (as hereinafter defined) or at all; and

WHEREAS, the Congress of the United States of America enacted the Water Infrastructure Finance and Innovation Act, § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the “**Act**”), which is codified as 33 U.S.C. §§ 3901-3915; and

WHEREAS, the credit assistance program provided by the United States Department of the Army, acting by and through the United States Army Corps of Engineers (the “**CWIFP Lender**”) pursuant to the Act is known as the Corps Water Infrastructure Financing Program (“**CWIFP**”); and

WHEREAS, the Act authorizes the CWIFP Lender to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance, such as the Project; and

WHEREAS, the City previously applied to the CWIFP Lender to make CWIFP funding (the “**CWIFP Loan**”) available to the City to pay a portion of the costs of the Project pursuant to that certain United States Department of the Army CWIFP Credit Agreement, by and between the City and the CWIFP Lender (the “**CWIFP Credit Agreement**”), the form of which is attached hereto as Exhibit “B”; and

WHEREAS, the City wishes to issue its Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan) (the “**Bond**”) to the CWIFP Lender to evidence the CWIFP Loan pursuant to the terms provided herein and in the CWIFP Credit Agreement; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount, interest rate, denomination, series designation, tax status, payment dates, prepayment provisions, issuance date, and maturity date of the Bond under such terms and conditions as are approved by this Ordinance and as further provided in the CWIFP Credit Agreement; and

WHEREAS, the Council has determined it to be in the best interest of the City to sell the Bond to the CWIFP Lender;

NOW, THEREFORE, THE CITY OF SPOKANE DOES HEREBY FURTHER FIND, DETERMINE AND ORDAIN as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Accreted Value means (1) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (2) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the amount of discounted principal that has accreted since the date of issue. In any case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of Balloon Maturity Bonds.

Act means the Water Infrastructure Finance and Innovation Act, § 5021 et seq. of Public Law 113-121, which is codified as 33 U.S.C. §§ 3901-3915, as amended, and as may be further amended from time to time.

Annual Debt Service means, the sum of (1) the interest accruing on all Parity Bonds during any calendar year, assuming that all Parity Bonds are retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Bonds then outstanding, minus (3) any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation. Annual Debt Service shall be net of any principal and/or interest funded out of Bond proceeds. Annual Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. Annual Debt Service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the ordinance authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds.

Average Annual Debt Service shall mean the average amount of the Annual Debt Service which will become due on the Parity Bonds for the period from the date of such calculation until the final maturity date of such Parity Bonds then Outstanding.

Balloon Maturity Bonds means any evidences of indebtedness of the City payable from Revenue of the System which are so designated in the ordinance or resolution pursuant to which such indebtedness is incurred.

Base Period means any consecutive 12-month period selected by the City out of the 36-month period next preceding the date of issuance of an additional series of Future Parity Bonds.

Bond shall mean the herein authorized Bond designated as the “City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan)” or such other designation as the Designated Representative shall determine.

Bond Counsel shall mean Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the Council.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Capital Appreciation Bonds means any Future Parity Bonds, all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

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

City Clerk means the Clerk of the City or other officer of the City who is the custodian of the records of the proceedings of the Council or her successor in functions, if any.

Code shall mean the Internal Revenue Code of 1986, as amended, and any treasury regulations promulgated thereunder or applicable thereto.

Consultant means at any time an independent municipal financial consultant or advisor appointed by the City to perform the duties of the Consultant as required by this Ordinance. For the purposes of delivering any certificate required by Section 16 hereof and making the calculation required by Section 16 hereof, the term Consultant shall also include any independent public accounting firm or engineer appointed by the City to make such calculation or to provide such certificate.

Costs of Maintenance and Operation shall mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes, or payments to the City in lieu of taxes.

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

Coverage Stabilization Account shall mean the account of that name that shall, at the option of the Designated Representative, be created in the Revenue Fund and maintained pursuant to this Ordinance.

Covered Bonds means the Bond, if designated as such by the Designated Representative, and any Future Parity Bonds, if designated as such in the ordinance authorizing their issuance, which are secured by the Reserve Account.

Credit Event means when (a) a Qualified Letter of Credit terminates, (b) the issuer of Qualified Insurance or a Qualified Letter of Credit shall become insolvent or no longer be in existence, or (c) a Qualified Letter of Credit or Qualified Insurance no longer meets the requirements established therefor in the definition thereof.

Credit Facility means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee or other financial instrument or any combination of the foregoing, which obligates a third party to make payment or provide funds for the payment of financial obligations of the City. There may be one or more Credit Facilities outstanding at any time.

CWIFP means the Corps Water Infrastructure Financing Program – the credit assistance program provided by the CWIFP Lender pursuant to the Act.

CWIFP Credit Agreement means the United States Department of the Army CWIFP Credit Agreement, to be dated on or before the date of the Bond, by and between the City and the CWIFP Lender pertaining to the CWIFP Loan, the form of which is attached hereto as Exhibit “B”.

CWIFP Lender means the United States Department of the Army, acting by and through the United States Army Corps of Engineers.

CWIFP Loan means the loan from the CWIFP Lender to the City pursuant to the CWIFP Credit Agreement.

Designated Representative means the Chief Financial Officer or the Director of the Public Works Division.

Director of the Public Works Division means the duly qualified, appointed and acting Director of the Public Works Division of the City or any other officer who succeeds to the duties now delegated to that office.

Future Parity Bonds means any water and wastewater system revenue bonds or other obligations which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System to pay the principal of and interest on the Bond.

Government Loans means the PWTF Loans, State Revolving Fund Loans, and other subordinate lien revenue loans currently outstanding or received by the City in the future from the state of Washington or the United States of America.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service in any fiscal year on all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by Revenue of the System, as the context requires.

Mayor means the Mayor of the City or her successor in functions, if any.

Municipal Advisor means Northwest Municipal Advisors, Bellevue, Washington, as the City's municipal advisor with respect to the issuance of the Bond, or such other municipal advisor as designated by the Council.

Net Revenue shall mean the Revenue of the System less the Costs of Maintenance and Operation.

Ordinance means this Ordinance adopted by the Council on September 30, 2026, authorizing the sale, issuance and delivery of the Bond.

Original Issue Discount Bonds means Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

Outstanding means:

(a) with respect to a Parity Bond (other than the Bond), as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under any ordinance authorizing the issuance of such Parity Bonds (other than the Bond), except:

(i) Parity Bonds (other than the Bond) canceled because of payment or redemption prior to their stated dates of maturity,

(ii) any Parity Bond (other than the Bond) deemed to have been legally defeased, and

(iii) any Parity Bond (or portion thereof) (other than the Bond) deemed to have been paid pursuant to the ordinance under which it was issued; and

(b) with respect to the Bond, the (i) entire amount available to be drawn under the CWIFP Credit Agreement (including amounts drawn, amounts that remain available to be drawn, and, if applicable, any capitalized interest added or projected to be added to the principal amount of the CWIFP Loan in accordance with the terms thereof), less (ii) any amount that has been irrevocably determined will not be drawn under the CWIFP Credit Agreement, less (iii) the aggregate principal amount of the CWIFP Loan Balance (as defined under the CWIFP Credit Agreement) that has been repaid or prepaid.

Parity Bonds shall mean the Bond, any Outstanding 2014 Bonds, any Outstanding 2026 Bonds, and any Future Parity Bonds.

Parity Requirement means Net Revenues equal to or greater than 125% of Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the

Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments. In determining the amount of Annual Debt Service covered by ULID Assessments, Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments. For purposes of determining whether the Parity Requirement has been met, transfers from the Coverage Stabilization Account shall not be taken into account.

Project means certain work to maintain, upgrade and repair the Upriver Dam, as more particularly described in the CWIFP Credit Agreement and in the recitals hereto.

PWTF Loans mean the loans from the State of Washington Department of Commerce under the Public Works Trust Fund loan program pursuant to any loan agreements existing as of the effective date of this Ordinance or hereafter entered into by the City under the Public Works Trust Fund loan program.

Qualified Insurance shall mean any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or service corporation, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successors.

Qualified Letter of Credit shall mean any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody's Ratings, S&P Global Ratings, or Fitch Ratings or their comparably recognized business successor.

Rate Covenant means Net Revenue in each fiscal year at least equal to 125% of the amounts required in such fiscal year to be paid as scheduled debt service (principal and interest) on all Parity Bonds, subtracting from scheduled debt service the amount of ULID Assessments collected in such year. Furthermore, in determining compliance with the Rate Covenant, Net Revenues are subject to adjustment to reflect the following: Revenue of the System and Costs of Maintenance and Operation may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized gains or losses in investments) to more fairly reflect the System's annual operating performance. Scheduled debt service shall exclude the payments required to be made with respect to revenue bond anticipation notes to the extent that the proceedings authorizing their issuance provides that the bond anticipation notes will be funded with the proceeds of Future Parity Bonds. For purposes of determining compliance with the Rate Covenant, amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited. Credits to or from the

Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register.

Registrar means the Treasurer or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond, and paying the principal of, premium, if any, and interest on the Bond.

Reserve Account shall mean the account of that name previously created in the Revenue Bond Fund and maintained pursuant to this Ordinance.

Reserve Requirement means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the lesser of:

- (i) Maximum Annual Debt Service for Covered Bonds,
 - (ii) 10% of the initial principal amount of Covered Bonds of each series,
- and
- (iii) 125% of average annual debt service for Covered Bonds;

provided, however, that 10% of the initial principal amount of Covered Bonds of each series may be contributed to the Reserve Account from any series of Covered Bonds.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds, or (ii) the issuance of a subsequent series of Future Parity Bonds, at which time the Reserve Requirement shall be re-calculated.

Revenue Bond Fund means the "Water Revenue Bond Fund" previously created in the office of the Treasurer by Section 1 of Ordinance No. C34024 and previously renamed as the "Water-Wastewater Revenue Bond Fund" in Ordinance No. C35170 for the sole purpose of paying and securing the payment of the principal of, premium, if any, and interest on Parity Bonds.

Revenue Fund means the Water and Wastewater Revenue Fund of the City created by Section 1 of Ordinance No. C-34981, and known as the Water-Wastewater Fund and shall include cash accounts therein.

Revenue of the System means all of the earnings, revenues and money received by the City from or on account of the ownership and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System; including to the extent of internally approved policies of the City, investment earnings and income from investments of money in the Revenue Fund and the Revenue Bond Fund or from any other investment of Revenues; but excluding government grants, any federal subsidy legally available to pay the principal of or interest on Parity Bonds, proceeds from the sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. *Revenue of the System* shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as *Costs of Maintenance and Operation of the System*; provided, however, that Revenue of the System shall not include ULID Assessments.

State means the state of Washington.

State Revolving Fund Loans mean the loans outstanding as of the date of this Ordinance or hereafter entered into by the City under the State of Washington Department of Ecology Clean Water State Revolving Fund Loan Program as part of the State's participation in the federal Clean Water State Revolving Fund established by the Clean Water Act amendments of 1987.

System means the combined utility of the City's existing water supply and distribution system and the sanitary sewage transmission, treatment and disposal system, inclusive of stormwater, of the City, as they now exist and as they may be added to, improved and extended, for as long as any Parity Bonds are outstanding.

Term Bonds means any Parity Bond that is stated to mature on a single specified maturity date but for which mandatory sinking fund redemptions or mandatory sinking fund installments are required to be made into any sinking fund account from the Revenue Fund on one or more dates prior to such stated maturity date, so that a portion of the principal amount of such Term Bond is retired in advance of its stated maturity through mandatory redemption or purchase in accordance with the provisions of any ordinance authorizing the issuance of such Term Bond.

Treasurer means the Treasurer of the City, and any successor treasurer of the City in accordance with applicable law.

ULID means a utility local improvement district of the City.

ULID Assessments means the assessments levied in all ULIDs, the assessments in which are payable into the Revenue Bond Fund, and shall include installments thereof and interest and any penalties thereon.

Upriver Dam means the City's Upriver Hydroelectric Dam, as more particularly described in the recitals hereto.

2014 Bond Ordinance means Ordinance No. C35170, passed by the Council on October 27, 2014.

2014 Bonds means the City's Water and Wastewater System Revenue Bonds, Series 2014 (Green Bonds), issued on December 2, 2014, pursuant to the 2014 Bond Ordinance.

2026 Bond Ordinance means Ordinance No. C36897, passed by the Council on July 22, 2026.

2026 Bonds means the City's Water and Wastewater System Revenue Refunding Bonds, Series 2026, which are authorized to be issued pursuant to the 2026 Bond Ordinance.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. ***Internal References.*** All references in this Ordinance to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

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

C. ***Headings.*** Any headings preceding the texts of the several sections of this Ordinance and the table of contents shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. ***Writing Requirement.*** Every "notice," "certificate," "consent" or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

E. ***Time.*** In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

F. ***Payment Terms.*** References to the payment of the Bond shall be deemed to include references to the payment of interest thereon.

G. ***Gender.*** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: The Purpose of the Bond

The Bond is being issued to provide money to pay a portion of the costs of the Project, and to pay certain expenses incurred in connection with the issuance of the Bond, all as set forth more specifically herein.

Section 4: Authorization of the Bond

A. *General Terms.* A water and wastewater system revenue bond of the City, designated “City of Spokane, Washington, Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan),” (or such other designation as the Designated Representative shall determine) is hereby authorized to be sold, issued and delivered pursuant to chapters 35.41 and 39.46 RCW, and as further provided in this Section. The Bond shall be issued in physical form to the CWIFP Lender in the aggregate principal amount of not to exceed \$34,680,800; shall be dated as of its date of delivery; shall be issued in fully registered form; and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification. The Bond shall be in substantially the form of Exhibit “A” attached hereto and by this reference incorporated herein.

B. *CWIFP Credit Agreement.* The Designated Representative is hereby authorized to enter into the CWIFP Credit Agreement as further provided in this Section. The CWIFP Credit Agreement, the form of which is attached hereto as Exhibit “B”, shall establish the following:

- (1) the interest rate on the Bond, which shall not exceed 6.20% per annum, and the Default Rate (as defined in the CWIFP Credit Agreement) shall not exceed 8.20% per annum;
- (2) each of the interest payment dates and the principal payment dates for the Bond;
- (3) the date on which interest and principal shall first be payable on the Bond;
- (4) the date of the Bond, which shall be no later than one year from the date of this Ordinance;
- (5) the final maturity date of the Bond, which shall be no later than December 1, 2060; and
- (6) the prepayment provisions pertaining to the Bond.

The Designated Representative is hereby authorized to approve additions, deletions or alterations to the CWIFP Credit Agreement or any other document or certificate related thereto so long as such additions, deletions or alterations do not substantially alter the intent and substance of this Ordinance.

C. *Findings.* The Council hereby finds that the determinations made in this Ordinance are the determinations set forth in RCW 39.46.040; and as such, the Council has fully and properly authorized the sale, issuance and delivery of the Bond.

D. *Negotiable Instruments.* The Bond shall be a negotiable instrument to the extent provided by chapter 62A.3 RCW.

Section 5: Prepayment Prior to Maturity

The Bond shall be subject to prepayment prior to final maturity at the times and in such amounts as provided in the CWIFP Credit Agreement.

Section 6: Sale of the Bond

The Designated Representative is authorized and directed to take all actions to facilitate the sale of the Bond to the CWIFP Lender as may be deemed desirable or necessary including, but not limited to, securing a rating on the Bond from one or more of the established nationally recognized rating services.

Section 7: Registration, Exchange, and Payments

A. *Registrar.* The City hereby appoints the Treasurer as the Registrar for the Bond. Duties of the Treasurer as Registrar shall be limited to the authentication and delivery of the Bond to the CWIFP Lender and to remitting money made available by the City into the Revenue Bond Fund to the CWIFP Lender as further provided in the CWIFP Credit Agreement. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and carry out all of the duties and powers of the Registrar pursuant to this Ordinance.

B. *Place and Medium of Payment.* Both principal of and interest on the Bond are payable in lawful money of the United States to the Registered Owners thereof. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and as further provided in the CWIFP Credit Agreement. Payment of each installment of interest shall be made to the Registered Owner as further provided in the CWIFP Credit Agreement. Principal of the Bond shall be payable to the Registered Owner as further provided in the CWIFP Credit Agreement.

Section 8: Pledge of Net Revenue

All of the Net Revenue is pledged for the payment of the Bond, as a prior first charge and lien thereon equal to and on parity with the charge or lien of the Parity Bonds, and the Revenue of the System shall be used and applied in the order of priority provided in Section 9 of this Ordinance.

The Bond is payable solely from amounts deposited into the Revenue Bond Fund, shall not constitute a general obligation of the City, and is not payable from ad valorem taxes collected within the City. Accordingly, the full faith and credit of the City is not pledged for the payment of the principal of and interest on the Bond.

**Section 9: The Revenue Fund; Priority of Payments from Revenue Fund;
Coverage Stabilization Account**

A. *Revenue Fund.* A special fund of the City known as the “Water-Wastewater Fund” (including subaccounts therein, the “**Revenue Fund**”) has heretofore been established into which shall be deposited the Revenue of the System as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City.

B. *Priority of Payments from the Revenue Fund.* The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Revenue Bond Fund to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of interest on Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to make all payments required to be made into the Revenue Bond Fund to pay the principal of any Parity Bonds, including reimbursements to the issuer of a Credit Facility if the Credit Facility secures the payment of principal of Parity Bonds and the ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any sinking fund account hereafter created to provide for the payment of the principal of Term Bonds or Balloon Maturity Bonds;

Fifth, to make all payments required to be made into the Reserve Account for Covered Bonds and to any reserve account created in the future for the payment of debt service on Future Parity Bonds;

Sixth, to make all payments required to be made into any revenue debt redemption fund, debt service account, reserve account or sinking fund account created to pay and secure the payment of the principal of and interest on Government Loans and any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Seventh, to retire by redemption or purchase on the open market any outstanding water and wastewater system revenue bonds or revenue warrants of the City, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Revenue Bond Fund. Money in the Revenue

Fund may be invested by the City in any investment that is a legal investment for the City as authorized pursuant to State law.

C. *Coverage Stabilization Account.* A Coverage Stabilization Account shall be established within the Revenue Fund at the option of the Designated Representative. The City hereby determines that the maintenance of a Coverage Stabilization Account will moderate fluctuations in Net Revenues and help to alleviate the need for short-term rate adjustments. Money in the Coverage Stabilization Account will be transferred as determined from time to time by the City. The City may make payments into the Coverage Stabilization Account from the Revenue Fund at any time. Money in the Coverage Stabilization Account may be withdrawn at any time and used for the purpose for which the Revenue of the System may be used. Amounts withdrawn from the Coverage Stabilization Account shall increase Revenue of the System for the period in which they are withdrawn, and amounts deposited in the Coverage Stabilization Account shall reduce Revenue of the System for the period during which they are deposited for purposes of measuring compliance with the Rate Covenant. Credits to or from the Coverage Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Coverage Stabilization Account shall be credited to the Revenue Fund.

Section 10: Payments into Revenue Bond Fund

A. *Revenue Bond Fund.* A special account of the City known as the “Water and Wastewater Fund — Bond Redemption Subaccount” (the “**Revenue Bond Fund**”) has been created for the sole purpose of paying and securing the payment of Parity Bonds.

B. *Payments into Revenue Bond Fund.* As long as the Bond remains outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Revenue Bond Fund on or before the date due those amounts necessary, together with ULID Assessments deposited and such other money as is on hand and available therefor in the Revenue Bond Fund, to pay the interest or principal and interest next coming due on the Bond.

As long as the Parity Bonds remain outstanding, the City hereby irrevocably covenants and agrees to pay the ULID Assessments into the Revenue Bond Fund.

Notwithstanding anything in Section 10(E) hereof to the contrary, money in the Revenue Bond Fund may be used to pay arbitrage rebate, if any, to the extent the rebate is attributable to earnings on money in the Revenue Bond Fund.

C. *Payments into Reserve Account.* The City hereby agrees that a special account to be known as the “Water-Wastewater Bond Fund Reserve Account” (the “**Reserve Account**”) shall be maintained for the purpose of securing the payment of the principal of and interest on all Covered Bonds. The Bond shall be a Covered Bond, secured by the Reserve Account, if deemed necessary and designated as such by the Designated Representative. To the extent the Bond is designated as a Covered Bond, the City hereby covenants that the Reserve Requirement for the Bond will be fully funded as of the date of issuance of the Bond.

The City covenants and agrees that when the required deposits have been made into the Reserve Account, it will, at all times for so long as any Covered Bonds remain outstanding, maintain therein an amount at least equal to the Reserve Requirement except for withdrawals therefrom authorized hereinafter. Whenever there is a sufficient amount in the Revenue Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on the outstanding Parity Bonds, as long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Covered Bonds then outstanding.

In the event there shall be a deficiency in the Revenue Bond Fund to meet maturing installments of either interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Cash and investments shall be drawn upon prior to any drawing upon a Credit Facility. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or ULID Assessments within one year after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

If a Credit Event occurs, the Reserve Requirement shall be satisfied (A) within one year after the occurrence of such Credit Event with other Qualified Insurance or another Qualified Letter of Credit, or (B) within three years (in three approximately equal annual installments) after the occurrence of such Credit Event, out of Revenue of the System or ULID Assessments after making necessary provision for the payments required to be made by subparagraphs First through Fourth, inclusive, of Section 9(B) of this Ordinance.

In the event the City issues any Future Parity Bonds that are Covered Bonds, it will provide in the ordinance authorizing the issuance of the same for payment into the Reserve Account out of proceeds of such Future Parity Bonds, Revenue of the System, or ULID Assessments (or, at the option of the City, out of any other funds on hand and legally available therefor) approximately equal additional annual installments so that by three years from the date of issuance of such Future Parity Bonds there will have been paid into the Reserve Account an amount that, together with the money already on deposit therein, will be at least equal to the Reserve Requirement. Such annual payments into the Reserve Account shall be made not later than December 20 of each year.

Notwithstanding anything in this Section to the contrary, the City may fund the Reserve Requirement, in whole or in part, through a surety bond issued by an issuer of Qualified Insurance. The amount payable by the issuer of Qualified Insurance under such surety bond shall be credited against the amounts otherwise required to be accumulated and maintained in the Reserve Account.

The Reserve Requirement may be maintained by deposits of cash. As used herein, the term "cash" shall include U.S. currency, cash equivalents and evidences thereof, including demand deposits, certified or cashier's check; and the deposit to the Reserve Account may be satisfied initially by the transfer of qualified investments to such account.

D. *Priority of Lien of Payments into the Revenue Bond Fund.* The amounts so pledged to be paid into the Revenue Bond Fund from the Revenue Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation and equal to the lien of the charges upon such Revenue of the System and ULID Assessments that may hereafter be made upon the Revenue of the System and ULID Assessments to pay and secure the payment of the principal of and interest on any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

E. *Application and Investment of Money in the Revenue Bond Fund.* Money in the Revenue Bond Fund and the Reserve Account shall be invested in any legal investment for City funds. Investments in the Revenue Bond Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in any Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby.

F. *Sufficiency of Revenues.* The Council hereby finds and declares that in fixing the amounts to be paid into the Revenue Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such fund a greater amount of Revenue of the System than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 11: Execution and Authorization of the Bond

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

B. *Authentication of the Bond.* The executed Bond shall be delivered to the Registrar for authentication. The Bond shall be numbered in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only a Bond that bears a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Ordinance.

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

Section 12: Transfer and Exchange of the Bond

A. *Transfer.* The Bond shall be transferable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, upon due completion of the assignment form appearing thereon and upon surrender of such Bond to the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange.* The Bond shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for a new Bond, upon surrender of such Bond to the Registrar for cancellation.

C. *Authentication and Delivery of a New Bond.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* The Registrar shall require, if applicable, the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

E. *Restriction on Transfer.* Notwithstanding any other provision of this Section 12, the Bond may not be transferred, assigned, or sold by the Registered Owner except as expressly set forth in the provisions of the CWIFP Credit Agreement. Any purported transfer in violation of this Section shall be void.

Section 13: Destroyed, Lost or Stolen Bond

In the event the Bond shall be destroyed, lost or stolen, the Registrar shall execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and Registrar in connection therewith and upon filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that the Bond was actually destroyed, lost or stolen and of the Registered Owner's ownership thereof.

Section 14: Defeasance

In the event that money and/or Government Obligations, maturing or having guaranteed redemption prices at the option of the owner at such times and bearing interest to be earned thereon, in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bond in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Revenue Bond Fund or any account therein for the payment of the principal of and interest on the certain Bond so provided for, and such Bond and interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

If the principal or redemption price of any Bond becoming due, at maturity or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor has been made in accordance with this Section, all interest on such Bond shall cease to accrue on the due date and all liability of the City with respect to such Bond shall likewise cease, except as hereinafter provided. Thereafter the Registered Owner of such Bond shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Section 15: Bond Covenants

A. *Maintenance and Operation.* The City shall at all times maintain, preserve and keep the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted, and the City will at all times operate or cause to be operated said properties of the System and the business in connection therewith in an efficient manner and at a reasonable cost.

B. *Rate Covenant.* The City will establish, maintain and collect such rates and charges, which shall be fair and nondiscriminatory, for service of its System as will maintain the Rate Covenant for so long as any Parity Bonds are outstanding.

C. *Maintain Revenue Fund Balance.* After making or providing for the payments from the Revenue Fund as required by Section 9 hereof, there shall be maintained in the Revenue Fund sufficient money to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis.

D. *Sale or Disposition of the System.* The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Revenue Bond Fund of cash or Government Obligations sufficient together with interest to be earned thereon to pay the principal of and interest on the then-outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Revenue Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Revenue Bond Fund and accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Revenue Bond Fund.

Notwithstanding any other provision of this subsection D, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Revenue Bond Fund.

E. *Liens or Encumbrances.* The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.

F. *Insurance.* The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect the City and the holders of Parity Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into any Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall, at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Revenue Bond Fund.

G. *Books and Accounts.* The City shall keep proper books of account in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner or holder of Parity Bonds may, upon written request, obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Revenue Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this Ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

H. *Additions and Improvements.* The City will not expend any of the revenues derived by it from the operation of the System or the proceeds of any indebtedness payable from the Revenue of the System for any extensions, betterments or improvements to the System that are not legally required or economically sound, and that will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

I. *Collection and Application of ULID Assessments.* As long as the Parity Bonds remain outstanding, all ULID Assessments shall be paid into the Revenue Bond Fund and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Nothing in this Ordinance or this section shall be construed to prohibit the City from issuing water, wastewater or water and wastewater system revenue bonds junior in lien to the Bond and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

J. *Collection of Delinquent ULID Assessments.* The City will, on or before April 1 of each calendar year, determine all ULID Assessments or installments thereof that are delinquent and will take all necessary action to enforce payment of such ULID Assessments, including real property foreclosure actions pursuant to applicable law, or its successor statute, if any, against the property owners whose ULID Assessments are delinquent.

K. *No Free Service.* Unless permitted by law or City policy, the City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as the Bond is outstanding and unpaid.

Section 16: Issuance of Future Parity Bonds

A. *Conditions upon the Issuance of Future Parity Bonds.* The City hereby reserves the right to issue Future Parity Bonds, which shall constitute a charge and lien upon the Revenue of the System equal to the lien thereon of the Bond. Except as provided in subsection (C) below, the City shall not issue any series of Future Parity Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time outstanding) unless:

(1) the City shall not have been in default of its Rate Covenant for the immediately preceding fiscal year, without regard to transfers from the Coverage Stabilization Account;

(2) the ordinance authorizing the issuance of such Future Parity Bonds shall include the covenants provided in Section 15(B) hereof; and

(3) there shall have been filed a certificate (prepared as described in subsection (C) or (D) below) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

B. *No Certificate Required.* The certificate described in the foregoing subsection (A)(3) shall not be required as a condition to the issuance of Future Parity Bonds:

(1) if the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds; or

(2) if the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Future Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the Designated Representative, and there is delivered a Designated Representative's certificate stating that the nature and purpose of such facilities has not materially changed.

C. *Certificate of the City Without A Consultant.* If required pursuant to the foregoing subsection (A)(3), a certificate may be delivered by the City (executed by the Designated Representative) without a Consultant if Net Revenues for the Base Period conclusively demonstrate that the Parity Requirement will be fulfilled commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

D. *Certificate of a Consultant.* Unless compliance with the requirements of subsection (A)(3) have been otherwise satisfied (as provided in subsection (B) or (C) above), compliance with the Parity Requirement shall be demonstrated conclusively by a certificate of a Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the City for the Base Period being issued as determined by a Consultant.

(2) The net revenue derived from those customers of the City that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included in (1) above.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this subsection (D).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the City under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this subsection (D).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the City being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

In the event the City will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of subparagraphs (4) and (5) immediately above, then the estimated normal Costs of Maintenance and Operation (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions, improvements and extensions shall be deducted from estimated annual net revenue.

The words “historical net revenue” or “net revenue” as used in this subsection (D) shall mean the Revenue of the System or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation. Such “historical net revenue” or “net revenue” shall be adjusted to reflect the rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

E. *Junior Liens.* Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations that are a charge upon the Revenue of the System junior or inferior to the payments required by this Ordinance to be made out of such Revenue into the Revenue Bond Fund and accounts therein to pay and secure the payment of any outstanding Parity Bonds.

F. *Refunding to Avoid Default.* Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which money is not otherwise available.

Section 17: Amendments to Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council may adopt at any time ordinances supplemental hereto, which ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

(1) to add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be which do not adversely affect the interests of the holder of the Bond, or to surrender any right or power herein reserved.

(2) to make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance in regard to matters or questions arising under such Ordinance as the Council

may deem necessary or desirable and not inconsistent with such Ordinance and which shall not adversely affect the interest of the holder of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of the Outstanding Bond, notwithstanding any of the provisions of subsection B of this Section.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the holder of the Bond, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof without the consent of the holder of the Bond so affected; or

(2) have an adverse effect on the terms of the CWIFP Credit Agreement.

It shall not be necessary for the consent of bondholders under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. *Effect of Supplemental Ordinances.* Upon the passage of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and the holder of the Bond outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

Section 18: Sale and Delivery of the Bond and Taking of Other Actions Authorized

The Council hereby authorizes and directs each of the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, to prepare, execute and deliver the Bond to the CWIFP Lender and for the proper application and use of the proceeds of the sale thereof, including executing such certificates and receipts as may be necessary to properly document the issuance of the Bond.

In addition, the Mayor, the Chief Financial Officer, the Director of the Public Works Division, the City Clerk, the Treasurer, the Municipal Advisor and Bond Counsel, are hereby authorized by the Council to execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bond; and

B. in connection with any matters related thereto, until the final maturity date of the Bond or prepayment, whichever occur first.

Section 19: Covenant to Provide Ongoing Disclosure

The City covenants to provide the CWIFP Lender with such reporting and financial or other information as required under the CWIFP Credit Agreement.

Section 20: Contract; Severability

All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owners any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owners.

Section 21: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 22: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance and the issuance, sale and delivery of the Bond, are hereby in all respects ratified, approved and confirmed.

Section 23: Repealer

All ordinances or resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 24: Effective Date

This Ordinance shall become effective 30 days following its enactment.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on September 30, 2026.

CITY OF SPOKANE

Spokane County, Washington

Betsy Wilkerson, Council President

Lisa Brown, Mayor

ATTEST:

Giacobbe Byrd, City Clerk

(S E A L)

APPROVED AS TO FORM:

City Attorney

Tanya Lawless, Bond Counsel

* * * * *

CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the “**City**”), and keeper of the records of the City Council (the “**Council**”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the City (the “**Ordinance**”), as finally passed at a regular meeting of the Council held on the 30th day of September, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of September 2026.

City Clerk

EXHIBIT “A”

[Form of Bond]

R-1

**STATE OF WASHINGTON
CITY OF SPOKANE
WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2027
(TAXABLE CWIFP LOAN)**

UPRIVER DAM PROJECT

(CWIFP ID – [____])

Interest Rate	Final Maturity Date	Dated Date	CWIFP CUSIP
[____]%, subject to the Default Rate (as defined and in accordance with the CWIFP Credit Agreement)	[____], subject to adjustment as set forth in the CWIFP Credit Agreement	[____]	[____]
Registered Owner	UNITED STATES DEPARTMENT OF THE ARMY, acting by and through the UNITED STATES ARMY CORPS OF ENGINEERS		
Maximum Principal Amount	\$34,680,800		

CITY OF SPOKANE, a municipal corporation and first-class charter city duly organized and existing under the laws of the State of Washington (the “**Borrower**”), for value received, hereby promises to pay to the order of the **UNITED STATES DEPARTMENT OF THE ARMY**, acting by and through the **UNITED STATES ARMY CORPS OF ENGINEERS**, or its assigns (the “**CWIFP Lender**”), the lesser of (x) the Maximum Principal Amount set forth above or (y) the aggregate unpaid principal amount of all Disbursements made by the CWIFP Lender (such lesser amount, being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the CWIFP Credit Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain CWIFP Credit Agreement, dated as of the date hereof, between the CWIFP Lender and the Borrower (the “**CWIFP Credit Agreement**”). All capitalized terms used in this CWIFP Bond and not defined herein shall have the meanings set forth in the CWIFP Credit Agreement.

The CWIFP Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the CWIFP Loan Amortization Schedule in accordance with the

CWIFP Credit Agreement (which CWIFP Loan Amortization Schedule may be revised from time to time in accordance with the CWIFP Credit Agreement and which CWIFP Loan Amortization Schedule, as so modified, is incorporated in and is a part of this CWIFP Bond), until paid in full. The CWIFP Lender is hereby authorized to modify the CWIFP Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the CWIFP Credit Agreement. Absent manifest error, the CWIFP Lender's determination of such matters as set forth on the CWIFP Loan Amortization Schedule to the CWIFP Credit Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other CWIFP Loan Document.

Payments hereon are to be made in accordance with Section 7(b) (*Manner of Payment*) and Section 29 (*Notices*) of the CWIFP Credit Agreement as the same become due. Principal of and interest on this CWIFP Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the CWIFP Bond shall be treated as a payment in respect of the CWIFP Loan and any prepayment of principal in respect of the CWIFP Loan shall be treated as a redemption in respect of the CWIFP Bond. If the Final Maturity Date is adjusted in accordance with the CWIFP Credit Agreement, the due date of this CWIFP Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the CWIFP Lender and such amendment shall in no way amend, modify or affect the other provisions of this CWIFP Bond without the prior written agreement of the CWIFP Lender. Any such amendment shall be reflected in a revised CWIFP Loan Amortization Schedule.

This CWIFP Bond has been executed under and pursuant to the CWIFP Loan Documents and is issued to evidence the obligation of the Borrower under the CWIFP Loan Documents to repay the loan made by the CWIFP Lender and any other payments of any kind required to be paid by the Borrower under the CWIFP Credit Agreement or the other CWIFP Loan Documents referred to therein. Reference is made to the CWIFP Credit Agreement for all details relating to the Borrower's obligations hereunder. This Bond is issued as a private placement to the CWIFP Lender and has not been registered under the Securities Act of 1933 or any state securities laws.

Payment of the obligations of the Borrower under this CWIFP Bond is payable from the Revenue Bond Fund and secured pursuant to Ordinance No. _____, adopted by the City Council of the Borrower on September __, 2026 (the "**CWIFP Ordinance**") by the Pledged Collateral. This CWIFP Bond is a Parity Bond (as such term is defined in the CWIFP Ordinance), entitled to all of the benefits of a Parity Bond under the CWIFP Ordinance. The Lien on the Pledged Collateral securing this CWIFP Bond for the benefit of the CWIFP Lender is (i) on a parity in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Parity Obligations and (b) senior in right of payment and right of security to the Lien on the Pledged Collateral in favor of the Subordinated Obligations. This CWIFP Bond is not a general obligation of the Borrower.

This CWIFP Bond may be prepaid at the option of the Borrower in whole or in part, without penalty or premium, in accordance with Section 8 (*Prepayment*) of the CWIFP Credit Agreement.

Any delay on the part of the CWIFP Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to and in the issuance of this CWIFP Bond have happened, exist and have been performed as so required. This CWIFP Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City of Spokane has caused this CWIFP Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

CITY OF SPOKANE, WASHINGTON

By _____
Mayor

[SEAL]

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

This CWIFP Bond is the City of Spokane Water and Wastewater System Revenue Bond, Series 2027 (Taxable CWIFP Loan), dated _____, 2026, described in the CWIFP Ordinance.

CITY OF SPOKANE, WASHINGTON

By _____
Treasurer, as Registrar

(FORM OF ASSIGNMENT)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED EXCEPT AS PERMITTED UNDER THE CWIFP CREDIT AGREEMENT.

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells,
assigns, and transfers unto

(Please Insert Social Security or other identifying number of Assignee(s)):

the within CWIFP Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

[End of Form of Bond]

EXHIBIT “B”
FORM OF CWIFP CREDIT AGREEMENT
[TO BE ATTACHED]



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Date Rec'd

9/1/2026

Clerk's File #

CPR 2015-0034

Cross Ref #

Project #

Council Meeting Date: 09/23/2026

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

ZACK ZAPPONE 625-6256

Requisition #

Contact E-Mail

ZZAPPONE@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 JIM LEIGHTY TO OFFICE OF THE POLICE OMBUDS

Agenda Wording

Appointment of Jim Leighty to Office of the Police Ombuds Commission

Summary (Background)

CM Zack Zappone and CM Kitty Klitzke are recommending the appointment of Jim Leighty to his first full term, to serve from September 15, 2026 to September 14, 2029. Mr. Leighty will serve as the representative of City Council District 3 pursuant to SMC 04.32.150. The Office of the Police Ombuds Commission ("OPOC" or "Commission") supervises and provides direction to the Office of the Police Ombuds ("OPO"). The OPO and the OPOC provide impartial oversight of the Spokane Police Department. In that capacity, the OPOC evaluates police policies, training, and promotes best practices, and is the independent voice of the residents of Spokane to facilitate public confidence in the professionalism and accountability of the employees of the Spokane Police Department.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

This appointment fulfils the OPO Commission requirements of SMC 04.32.150.

Council Subcommittee Review

None.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
zzappone@spokanecity. org		kklitzke@spokanecity.org	
amcdaniel@spokanecity.org		blogue@spokanecity.org	
ccoty@spokanecity,org			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

9/2/2026

Clerk's File #

OPR 2022-0162

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

REINER 509-625-7821

Requisition #

VALUE BLANKET

Contact E-Mail

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE BWILKERSON ZZAPPONE

Sponsoring at Administrators Request

NO

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

AMEND DUCTILE IRON SERVICE SADDLES VALUE BLANKET

Agenda Wording

Amending the last year of a five-year value blanket with Core & Main (Spokane Valley, WA) for the purchase of ductile iron service saddles from \$80,000.00 to \$130,000.00

Summary (Background)

Original VB was for \$80,000.00 annually for a five-year period. Amend the final year of the VB from \$80,000.00 to \$130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 490,000.00	
Current Year Cost		\$ 130,000.00	
Subsequent Year(s) Cost		\$ 360,00.00	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 130,000.00	#	4100-42440-94340-56595-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
4100-42440-94340-56595-99999 INVENTORY PURCHASES FOR WATER			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	HOPKINS, LEON	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Kevin Hogleund kevin.hogleund@coreandmain.com		rershaw@spokanecity.org	
lhopkins@spokanecity.org		tprince@spokanecity.org	
tlester@spokanecity.org		nrussell@spokanecity.org	
rrpenaluna@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-8-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Amend Ductile Iron Service Saddles Value Blanket
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Summary (Background) Original VB was for \$80,000.00 annually for a five-year period. Amend the final year of the VB from \$80,000.00 to \$130,000.00. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder.

Fiscal Impact

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

Total Cost: \$490,000.00 5-Year VB

Current year cost: \$130,000.00

Previous year(s) cost: \$360,000.00

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999

INVENTORY PURCHASES FOR WATER

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

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

**Agenda Sheet for City Council Meeting of:**

03/14/2022

Date Rec'd	2/9/2022
Clerk's File #	OPR 2022-0162
Renews #	
Cross Ref #	
Project #	
Bid #	5587-22
Requisition #	VALUE BLANKET

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7851
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 DUCTILE IRON SERVICE SADDLES VALUE BLANKET

Agenda Wording

Value blanket with Core & Main (Spokane Valley, WA) for purchase of ductile iron service saddles on an as-needed basis.

Summary (Background)

The Water department requires these products in a range of sizes for new and maintenance projects. This order supports the competitive procurement of both import and domestic product according to project. Award is recommended to Core & Main as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at \$80,000 including tax; total expense shall be based on the unit prices accepted and the volume purchased.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 80,000.00

Select \$

Select \$

Select \$

Budget Account

4100-42440-94340-56595-99999

#

#

#

Approvals

Dept Head	SEARL, LOREN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 2/28/22
Council Sponsor	CM KINNEAR

Distribution List

sjohnson@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Approved by Spokane City Council on: 03/14/2022

Terri Pfister
Terri Pfister (Mar 15, 2022 11:03 PDT)

City Clerk

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	Water & Hydroelectric Services
Contact Name & Phone	Loren Searl – 509.625.7851
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: N/A
Agenda Item Name	Ductile Iron Service Saddles Value Blanket
Summary (Background)	The Water department requires ductile iron service saddles in a range of sizes for a variety of new and maintenance projects. At times, these saddles must be certified domestic (American-Made) to comply with WSDOT specifications. This value blanket supports the competitive procurement of both import and domestic product according to project. All items are purchased on an as-needed basis, with no minimum obligation. This procurement saves taxpayer dollars by leveraging volume discounts and reduces product lead times by satisfying competition requirements. Request for Quotes #5587-22 was issued on 1/21/22 via the City's electronic bidding portal to more than 50 contacts. Two quotes were received by closing deadline on 2/4/22. Award is recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at \$80,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.
Proposed Council Action & Date:	Consent Approval, 3/14/22
Fiscal Impact: Total Cost: <u>Estimated \$80,000.00 annually – actual expenditure dependent on as-needed usage</u>	
Approved in current year budget? ☒ Yes ☐ No ☐ N/A	
Funding Source ☒ One-time ☐ Recurring	
Specify funding source: Water & Hydroelectric Services Warehouse Inventory budget	
Expense Occurrence ☒ One-time ☐ Recurring	
Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	

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?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

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 procurement complies with City Purchasing policies and supports responsible expenditure of taxpayer dollars.



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
Spokane, Washington 99201

QUOTE TABULATION

Quote Number	5587-22			
Description	Ductile Iron Service Saddles - Value Blanket			
		Consolidated Supply Co.	Core & Main	
Product				
City #S1319-04x01, 4" x 1" Qty. 1	\$	85.24	\$	85.25
City #S1319-04x02, 4" x 2" Qty. 20	\$	1,933.60	\$	1,933.60
City #S1319-06x01, 6" x 1" Qty. 120	\$	11,408.40	\$	11,160.00
City #S1319-06x02, 6" x 2" Qty. 30	\$	3,213.30	\$	3,213.60
City #S1319-08x01, 8" x 1" Qty. 300	\$	35,811.00	\$	35,034.00
City #S1319-08x02, 8" x 2" Qty. 20	\$	2,654.60	\$	2,654.80
City #S1319-10x01, 10" x 1" Qty. 1	\$	140.10	\$	140.10
City #S1319-10x02, 10" x 2" Qty. 1	\$	160.23	\$	160.24
City #S1319-12x01, 12" x 1" Qty. 60	\$	9,745.80	\$	9,746.40

City #S1319-12x02, 12" x 2" Qty. 16	\$	2,970.08	\$	2,970.24
City #S1319-16x02, 16" x 2" Qty. 1	\$	222.33	\$	222.34
City #S1319-18x02, 18" x 2" Qty. 1	\$	322.79	\$	322.79
City #S1319-20x02, 20" x 2" Qty. 1	\$	361.53	\$	361.54
City #S1319-24x02, 24" x 2" Qty. 1	\$	425.10	\$	425.10
City #S1319-30x02, 30" x 2" Qty. 1	\$	441.14	\$	441.15
Subtotal	\$	69,895.24	\$	68,871.15
Domestic Product				
City #S1319-04x01-D, 4" x 1" Qty. 1	\$	85.24	\$	121.67
City #S1319-04x02-D, 4" x 2" Qty. 1	\$	96.68	\$	132.84
City #S1319-06x01-D, 6" x 1" Qty. 1	\$	95.07	\$	131.27
City #S1319-06x02-D, 6" x 2" Qty. 1	\$	107.11	\$	143.05
City #S1319-08x01-D, 8" x 1" Qty. 1	\$	119.37	\$	154.35
City #S1319-08x02-D, 8" x 2" Qty. 1	\$	132.73	\$	168.11
City #S1319-10x01-D, 10" x 1" Qty. 1	\$	140.10	\$	175.32
City #S1319-10x02-D, 10" x 2" Qty. 1	\$	160.23	\$	195.02
City #S1319-12x01-D, 12" x 1" Qty. 1	\$	162.43	\$	197.17

City #S1319-12x02-D, 12" x 2" Qty. 1	\$	185.63	\$	219.86
City #S1319-16x02-D, 16" x 2" Qty. 1	\$	222.33	\$	255.77
City #S1319-18x02-D, 18" x 2" Qty. 1	\$	322.79	\$	354.04
City #S1319-20x02-D, 20" x 2" Qty. 1	\$	361.53	\$	391.94
City #S1319-24x02-D, 24" x 2" Qty. 1	\$	425.10	\$	454.12
City #S1319-30x02-D, 30" x 2" Qty. 1	\$	441.14	\$	469.82
Subtotal	\$	3,057.48	\$	3,564.35
All Categories Subtotal	\$	72,952.72	\$	72,435.50
Sales Tax (9%)	\$	6,565.74	\$	6,519.20
TOTAL	\$	79,518.46	\$	78,954.70
Product Lead Time Business Days ARQ	15		45	
Domestic Product Lead Time Business Days ARQ	30		45	
PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.				

OPR 2022-0162 - 3-14-2022 - PURCHASE - CORE MAIN - 3-14-2022 - - VALUE BLANKET CORE MAIN PURCHASE DUCTILE IRON SERVICE SADDLES AS NEEDED SPONSOR KINNEAR

Final Audit Report

2022-03-15

Created:	2022-03-15
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAik-DnWlcmGUKZNj83VhSGuvRerzBiLSp

"OPR 2022-0162 - 3-14-2022 - PURCHASE - CORE MAIN - 3-14-2022 - - VALUE BLANKET CORE MAIN PURCHASE DUCTILE IRON SERVICE SADDLES AS NEEDED SPONSOR KINNEAR" History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)
2022-03-15 - 4:58:56 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2022-03-15 - 4:59:54 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)
2022-03-15 - 6:03:00 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2022-03-15 - 6:03:18 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2022-03-15 - 6:03:18 PM GMT

< Business Lookup

License Information:

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

Entity name: CORE & MAIN LP

Business name: CORE & MAIN, LP

Entity type: [Limited Partnership](#)

UBI #: 602-456-211

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1215 N BRADLEY RD
SPOKANE VALLEY WA 99212-1184

Mailing address: PO BOX 80600
INDIANAPOLIS IN 46280-0600

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 c
Spokane General Business - Non-Resident	T12051002BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2026	Feb-22-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CORE & MAIN INTERMEDIATE GP, LLC	
CORE & MAIN MIDCO, LLC	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names	Status	First issued
CORE & MAIN, LP	Active	Apr-16-2018
GEM FAB & SUPPLY	Active	Jul-24-2019
GEM FABRICATION & SUPPLY	Active	Jul-24-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 8/31/2026 9:30:49 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/17/2026

Clerk's File #

OPR 2024-0927

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 6237-24

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28922

Contact E-Mail

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

CONTRACT RENEWAL FOR TRANSPORTATION OF LANDFILL TOPSOIL

Agenda Wording

Contract renewal 2 of 2 with Action Materials (Spokane, WA) for transportation of topsoil to the Northside Landfill from 11/15/2026 - 11/14/2027 and a total cost not to exceed \$65,000.00, plus tax.

Summary (Background)

The City's Northside Landfill requires topsoil for use as a cover material for the active municipal solid waste cell. American Recycling has a large amount of soil that can be used for this purpose. The soil is obtained at no cost, but Solid Waste Disposal would need to haul the soil. RFQ 6237-25 was issued for this hauling service and Action Materials was the low cost bidder. The initial contract was for one year with two additional one-year renewals allowed. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

Not Applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 65,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine contractual services expense that is planned for annually in the Northside Landfill's budget. The funds are only utilized as-needed.			
Amount		Budget Account	
Expense	\$ 65,000.00	# 4530-44800-53748-54201	
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			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BRADBURN, TRACE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Caleb Rogne, caleb@actionmaterials.net		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane
CONTRACT RENEWAL
2 of 2

Title: DUMP TRUCK SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACTION MATERIALS, INC.**, whose address is 8579 West Westbow Blvd., Spokane, Washington 99224 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 Dump Truck Services for Transport of Topsoil for the Waste to Energy Facility; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated November 7, 2024 and November 8, 2024, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on November 15, 2026 and shall run through November 14, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, plus tax, in accordance with Company's July 7, 2026 Letter, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

ACTION MATERIALS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

Company’s July 7, 2026 Rate Increase Letter

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



P.O. Box 19425 □ Spokane, WA 99219 □ (509) 443-6230 □ (509) 443-6234 Fax

July 7, 2026

To Whom It May Concern,

Action Materials is requesting a price increase on our current Dump Truck services for Transport of Topsoil for the City of Spokane. Attached are our adjusted pricing requests, along with our 2026 contractor Truck rate sheet, which reflects the price increases that have been offered to the public this year.

Based on average diesel prices in the Spokane area, fuel costs alone have increased by approximately 14.7% since November 2024 which was our first year of our agreement. Fuel represents one of the largest variable costs associated with hauling operations.

Despite these increased operating expenses, Action Materials is requesting a modest increase of only \$0.75 per ton, representing approximately 5.3% over the current contract rate. This requested adjustment is significantly less than the increase in fuel costs alone and does not fully recover the additional operating costs incurred since the contract began.

The requested adjustment will help offset increased operating expenses while allowing Action Materials to continue providing reliable equipment, experienced drivers, responsive service, and consistent support to the City of Spokane.

Thank you for your time and consideration.

Caleb Rogne

Sales Manager

Caleb@actionmaterials.net

(509)993-4936



PURCHASING DEPARTMENT NELSON TEAM
915 N. NELSON ST
Spokane, WA 99202
Phone 509 625 6527

Dump Truck Services for Transport of Topsoil
Service Contract OPR 2024-0927

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Price increases will not be considered before the end of the first 12-months of the Contract. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be considered on anniversary date of contract award, should renewal be exercised. An approved price increase Retroactive price increase adjustments will not be considered.

	Base Year Period 11/15/2024 to 11/14/2025	1st Renewal Period 11/15/2025 to 11/14/2026	2nd Renewal Period 11/15/2026 to 11/14/2027
	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.	All-inclusive Unit Price per Transported-Ton Unit price should not include tax.
All-inclusive Unit Price per -Ton for Transport of Topsoil from American Recycling Corp., 6203 E. Mission Ave, Spokane Valley, WA 99212 to Northside Landfill, 7202 Nine Mile Road, Spokane, WA 99208. Unit price should not include tax.	\$14.25	\$14.25	\$15.00
Action Materials			
Mr. Caleb Rogne caleb@actionmaterials.net 509 993 4936			
DocuSign Point of Contact			
Name: CALEB ROGNE			
Email: CALEB@ACTIONMATERIALS.NET			
Phone 509 919 2025			
Base Year Pricing Per was per Action Material RFQ 6237-24 Response.		NAME:	Mr. Caleb Rogne
		SIGNATURE:	Caleb Rogne
		DATE:	7/7/2026

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/24/2026

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

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

PRODUCER USI Insurance Services, LLC 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Jordynn Crouse PHONE (A/C, No, Ext): 509-606-0245 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Jordynn.Crouse@usi.com																					
INSURED Action Materials Inc PO Box 19425 Spokane, WA 99219	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Alaska National Insurance Company</td><td>38733</td></tr> <tr> <td colspan="2">INSURER B : Mt. Hawley Insurance Company</td><td>37974</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Alaska National Insurance Company		38733	INSURER B : Mt. Hawley Insurance Company		37974	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	CP1065159	03/04/2026	03/04/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	CA1065156	03/04/2026	03/04/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	☒	☒	UM1065157	03/04/2026	03/04/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Pollution Liab			EGL0014081	03/04/2026	03/04/2027	\$1,000,000Lim/\$5k ded
A	Cargo			IM1065163	03/04/2026	03/04/2027	\$1,300,000Lim/\$2.5kDed
A	Leased/Rented Equ			IM1065163	03/04/2026	03/04/2027	\$550,000Lim/\$10kDed

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

Installation Floater Coverage: IM1065163- 03/04/2026-03/04/2027 \$25,000 Jobsite / \$2.5kdeductible

The General Liability and Automobile Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Spokane, its Officer, and Employees, only when there is a written contract that requires such status with respects to liability arising out of ongoing and completed operations. The General Liability and Automobile Liability policy(s) contains a special endorsement with (See Attached Descriptions)

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

Gary D. Patterson

DESCRIPTIONS (Continued from Page 1)

"Primary and Noncontributory" wording, when required by written contract. The General Liability and Automobile Liability policy(s) provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

- 1. Miscellaneous Additional Insureds**
8 additional insured extensions.

Primary and Noncontributory Insurance

- 2. Damage To Premises Rented to You**
Limit increased to \$500,000.
- 3. Medical Payments**
Limits increased to \$15,000.
Reporting period increased to three years from the date of accident.
- 4. Non-owned Watercraft**
Increased to 50 feet.
- 5. Supplementary Payments**
Cost of bail bonds increased to \$10,000.
Daily loss of earnings increased to \$500.
- 6. Newly Formed Or Acquired Organizations**
Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.
- 7. Liberalization Clause**
- 8. Unintentional Failure To Disclose Hazards**
- 9. Notice of Occurrence**
- 10. Broad Knowledge of Occurrence**
- 11. Bodily Injury - Extension of Coverage**
- 12. Expected Or Intended Injury**
Reasonable force - bodily injury or property damage.

- 13. Blanket Waiver of Subrogation**
Waiver of subrogation where required by written contract or written agreement.

14. In Rem Actions

- 15. Voluntary Property Damage**
Limits added: \$5,000 occurrence, \$10,000 aggregate.

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” arising out of such operations. The insurance provided to such state or political subdivision does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for “bodily injury”, “property damage” or “personal and Advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; or
- c. "Your Work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the

“occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

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

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs a. through h. above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of “property damage” to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

- A. **Section III – Limits of Insurance**, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under **Coverage C** for all medical expenses because of “bodily injury” sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

- B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

- C. Paragraph 1.a.(3)(b) of **Section I - Coverage C - Medical Payments**, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

- A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy**, Paragraph A. 2. g. (2) (b) is replaced by the following:

- (b) A watercraft that you do not own that is:

(i) Less than 50 feet long;
and

(ii) Not being used to carry
persons or property for a
charge.

B. If Paragraph A. does not apply, Paragraph g.
(2) of 2. **EXCLUSION** under **SECTION I –
COVERAGES, COVERAGE A – BODILY
INJURY AND PROPERTY DAMAGE
LIABILITY** is replaced by the following:

(2) A watercraft that you do not own
that is:

(a) Less than 50 feet long; and

(b) Not being used to carry
persons or property for a
charge.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments
- Coverage A** and B, Paragraph 1.b., the limit
of \$250 shown for the cost of bail bonds is
replaced by \$10,000;

B. In Paragraph 1.d., the limit of \$250 shown for
daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II - Who Is An Insured**
is deleted and replaced by the following:

Coverage under this provision is afforded only until
the end of the policy period or the next anniversary
of this policy's effective date after you acquire or
form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which
would broaden coverage for contractors under this
endorsement without an additional premium
charge, your policy will automatically provide the
additional coverages as of the date the revision is
effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV – COMMERCIAL GENERAL
LIABILITY CONDITIONS – Paragraph 6. –
Representations** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are
accurate and complete;

b. Those statements are based upon
representations you made to us; and

c. We have issued this policy in reliance
upon your representations.

The unintentional omission of, or unintentional
error in, any information you provided to us
which we relied upon in issuing this policy will
not prejudice your rights under this insurance.
However, this provision does not affect our
right to collect additional premium or to
exercise our rights of cancellation or
nonrenewal in accordance with applicable
laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section
IV - Commercial General Liability Conditions -
Duties In The Event of Occurrence, Offense,
Claim or Suit:**

Your rights under this Coverage Part will not be
prejudiced if you fail to give us notice of an
"occurrence", offense, claim or "suit" and that
failure is solely due to your reasonable belief that
the "bodily injury" or "property damage" is not
covered under this Coverage Part. However, you
shall give written notice of this "occurrence",
offense, claim or "suit" to us as soon as you are
aware that this insurance may apply to such
"occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section
IV - Commercial General Liability Conditions -
Duties in The Event of Occurrence, Offense,
Claim or Suit:**

You must give us or our authorized representative
notice of an "occurrence", offense, claim, or "suit"
only when the "occurrence", offense, claim or "suit"
is known to:

(1) You, if you are an individual

- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of “bodily injury” is changed to read:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

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

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement**:

We will pay, at your request, for “property damage” to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the “property damage” must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or “suits” for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.)** is deleted.

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance**:

Regardless of the number of insureds, claims or “suits” brought, or persons or organizations making claims or bringing “suits”:

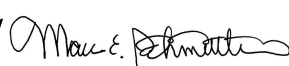
- 1. Subject to 2. Below, the most we will pay for “property damage” arising from any one “occurrence” arising out of “property damage” to property of others caused by you and while in your care, custody or control is \$5,000.
- 2. The most we will pay for the sum of all “property damage” in an annual policy period is \$10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/04/2026 Policy No. CP1065159 Endorsement No.

Insured Action Materials, Inc. Premium Included

Insurance Company Alaska National Insurance Company

Countersigned by 

Authorized Representative

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No. CP1065159

Insured

Endorsement No. 22

Countersigned By _____

STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$1,000,000	Each Accident
Bodily Injury By Disease	\$1,000,000	Aggregate Limit
Bodily Injury By Disease	\$1,000,000	Each Employee
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to **Section I – Coverages:**

Stop Gap – Employers Liability Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 to which this insurance does not apply. We may, at our discretion, investigate any accident 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 this coverage.

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 by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
 - (1) For:
 - (a) 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) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

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

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);

- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- B. The Supplementary Payments** provisions apply to **Stop Gap - Employers Liability Coverage** as well as to Coverages **A** and **B**.

- C. For the purposes of this endorsement, Section II – Who Is An Insured** is replaced by the following:

Section II – Who Is An Insured

If you are designated in the Declarations as:

- 1. 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.
- 2. 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.
- 3. 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.

- 4. 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.

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.

- D. For the purposes of this endorsement, Section III – Limits Of Insurance** is replaced by the following:

- 1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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.

- E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Claim Or Suit** under **Section IV - Conditions** is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- 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 injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (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 to which this insurance may also apply; and

- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- 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.

- F. For the purposes of this endorsement, Paragraphs **4.** and **18.** of the **Definitions** section are replaced by the following:

4. "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 **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury by accident" or "bodily injury by disease" 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.

G. The following are added to the **Definitions** section:

1. "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No. CP1065159

Insured Action Materials Inc.

Endorsement No.

Countersigned By _____

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us”, and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per “accident” and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any “employee” of yours 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.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of “autos” covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that

subrogation against that person or organization is waived prior to the “accident” or the “loss” under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an “insured”, but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an “insured” under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – **Towing** is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered “auto” that is a:

- a. Private passenger;

- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. “Loss” caused by hitting a bird or animal; and
- c. “Loss” caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that is a:

- (1) Private passenger;
- (2) Truck;

- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to \$2,000 for non-transportation expense incurred by you, because of “loss” to a covered “auto”, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the “auto” withdrawn from service;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the “auto” withdrawn from service; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the “auto” withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.d. – **Airbag Coverage** is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered “auto” has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto” that is a:

- (1) Private Passenger;

- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered “auto”.

(b) 30 days.

- (2) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

- (3) The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS –
Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS –
Paragraph B.5.b. – **Other Insurance** is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered “autos” you own:
- (1) Any covered “auto” you lease, hire, rent, or borrow; and
 - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

SECTION V – DEFINITIONS – Paragraph C. – **“Bodily injury”** is replaced by the following:

- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease



Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 12, 2025

WA UBI No.	602 478 373
L&I Account ID	089,822-00
Legal Business Name	ACTION MATERIALS INC
Doing Business As	ACTION MATERIALS INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2025 "51 to 75 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	ACTIOMI906D4
License Expiration	03/12/2027

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](#)).

< Business Lookup

License Information:

New searchBack to results

Entity name:

ACTION MATERIALS, INC.

Business name:

ACTION MATERIALS, INC.

Entity type:

Profit Corporation

UBI #:

602-478-373

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

8579 W WESTBOW BLVD
BLDG B
SPOKANE WA 99224

Mailing address:

PO BOX 19425
SPOKANE WA 99219-9425

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
Benton City General Business - Non-Resident	4622			Active	Mar-31-2027	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-424			Active	Mar-31-2027	Jan-14-2019
Liberty Lake General Business - Non-Resident				Active	Apr-30-2027	May-01-2026
Minor Work Permit				Active	Mar-31-2027	Apr-06-2015
Spokane General Business - Non-Resident	T13084847BUS			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2027	Jun-11-2010
Yakima General Business - Non-Resident				Active	Mar-31-2027	Mar-09-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MATSON, WADE	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 8:39:16 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

CITY OF SPOKANE



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

Submitting Dept

Contact Name/Phone

Contact E-Mail

Agenda Item Type

Council Sponsor(s)

Sponsoring at Administrators Request

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

Date Rec'd

Clerk's File #

Cross Ref #

Project #

Bid #

Requisition #

8/19/2026

OPR 2025-0542

RFQ 6397-25

ITB 6397-25

WATER & HYDROELECTRIC SERVICES

REINER 509-625-7821

RHERSHAW@SPOKANECITY.ORG

Contract Item

BWILKERSON KKLITZKE ZZAPPONE

NO

PAVING SERVICES CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Shamrock Paving, Inc (Spokane, WA) for on-call paving services on an as needed basis not to exceed an additional \$200,000.00 annually plus tax.

Summary (Background)

The Water department needs a contract to facilitate block-long asphalt repairs on a quick turn basis. ITB 6397-25 opened for bidding on 5-20-25 and bids were accepted until 6-9-25. Four bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one optional annual renewal at mutual consent. This contract amendment adds an additional \$200,000.00 to the current \$300,000.00 in the contract for a total of 500,000.00 plus tax annually.

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. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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?

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 500,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$ 500,000.00	
<u>Narrative</u>			
The Street department has increasingly needed to focus on street bond services and has not been available to complete larger asphalt repairs needed by the Water department. A contract is needed to facilitate block-long repairs on a quick turn basis.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 500,000.00	#	4100-42420-34148-54809-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
4100-42420-34148-54809-99999			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	HERSHAW, REINER	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
Scott Willms scottw@shamrockpaving.us		rhershaw@spokanecity.org	
lhopkins@spokanecity.org		tprince@spokanecity.org	
tlester@spokanecity.org		rrpenaluna@spokanecity.org	
nrussell@spokanecity.org			



CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **PAVING SERVICES – ON-CALL
PUBLIC WORKS MAINTENANCE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, Washington 99224 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 Paving Services – On-Call Public Works Maintenance for the City of Spokane Water & Hydroelectric Department; and

WHEREAS, a change or revision of the Work has been requested, 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 August 21 2025 and August 24, 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 shall become effective on August 18, 2025 and shall run through August 17, 2028.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. 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.

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



< Business Lookup

License Information:

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Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: [Profit Corporation](#)

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263



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
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BL			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MAIERS, PAMP G	▼

Owners and officers**Title**

MAIERS, PAMP M

Registered Trade Names

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

MURPHY BROS.

Active

Feb-09-2012

MURPHY BROS. CO.

Active

Feb-09-2012

MURPHY BROS. COMPANY

Active

Feb-09-2012

MURPHY BROTHERS

Active

Feb-09-2012

MURPHY BROTHERS CO.

Active

Feb-09-2012

MURPHY BROTHERS COMPANY

Active

Feb-09-2012

SHAMROCK PAVING INC.

Active

Feb-04-2015

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The Business Lookup information is updated nightly. Search date and time:
7/28/2026 3:42:07 PM



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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/31/2026

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

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

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371		CONTACT NAME: Laurie Ross PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: laurie.ross@propelinsurance.com															
INSURED Shamrock Paving Inc. P.O. Box 19263 Spokane, WA 99219		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : ARch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : ARch Indemnity Insurance Company	30830	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZAGLB1066800	03/31/2026	10/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9351500	03/31/2026	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZAULP9286200	03/31/2026	10/01/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	ZAWCI1148600 WA Stop Gap	03/31/2026	10/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: #6397-25 / Paving Services - On Call Public Works Maintenance.

Additional Insured Status applies to City of Spokane as set forth in the attached form(s).

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

BL R. BL

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE
SPECIFICALLY AGREED IN WRITING TO PROVIDE
ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

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:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

**The Transfer Of Rights Of Recovery Against Others
To Us** condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to
the extent that subrogation is waived prior to the
"accident" or the "loss" under a contract with that
person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
RAILROAD(S) AND RAILROAD AUTHORITIES	JOB SITE DESIGNATED IN THE WRITTEN
NAMED IN THE WRITTEN CONTRACT OR	CONTRACT OR AGREEMENT WITH THE NAMED
AGREEMENT WITH THE NAMED INSURED.	INSURED AND EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

**AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR
TO LOSS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Premium INCL.

Insured:

Insurance Company: ARCH INSURANCE
COMPANY

Countersigned By _____

DATE OF ISSUE:

WC 00 03 13

(Ed. 4-84)

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

9/1/2026

Clerk's File #

OPR 2026-0780

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 5096257706

Requisition #

RE465846

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

PRE-PURCHASE OF KENWORTH T300 TAPPING TRUCK FOR THE WATER

Agenda Wording

Pre-approval for Purchase from National Auto Fleet Group, Watsonville, CA and Titan truck, Spokane WA of a Kenworth T300 Chassis equipped with a specialty Tapping body using Sourcewell Contract 081325-NAF for \$370,268.70 including sales tax for the Water Department.

Summary (Background)

Water is planning to replace an older Tapping truck that has exceeded its economic lifecycle with a Kenworth T300 chassis or similar equipped with a specialty service body, crane, and air compressor. Pre-approval is necessary in this case to avoid long lead time and ensure chassis and equipment can be secured quickly.

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 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 City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 370,268.70	
Current Year Cost		\$ 370,268.70	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Unit will be purchased using a cooperative contract following all City competitive purchasing requirements.			
Amount		Budget Account	
Expense	\$ 370,268.70	#	4100-42490-94340-56401-11084
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	CLARK, STEVEN S.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
ssclark@spokanecity.org			

[<](#) **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: 9/1/2026 3:10:00 PM



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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/12/2026

Clerk's File #

OPR 2026-0781

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

ITB 6493-26

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28876

Contact E-Mail

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

CONTRACT AWARD FOR AS-NEEDED MECHANICAL REPAIRS

Agenda Wording

Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for as-needed mechanical repairs at the Waste to Energy Facility from 10/1/2026 - 9/30/2027 and a total cost not to exceed \$2,500,000.00, plus tax.

Summary (Background)

Necessary scheduled and emergency maintenance work at the Waste to Energy Facility requires specialized millwright skills. On Monday, July 13, 2026, bidding closed on ITB 6493-26 for this specialized work of as-needed mechanical repairs and Knight Const. & Supply was the only respondent. The initial contract award would be for one year with the possibility of three (3) additional one year renewals/extensions.

What impacts would the proposal have on historically excluded communities?

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

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 2,500,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are utilized on an as-needed basis.			
Amount		Budget Account	
Expense	\$ 2,500,000.00	#	4490-44100-37148-54803-34002
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BRADBURN, TRACE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
David A. Knight; dave@knightconst.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org		leaster@knightconst.com	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **WASTE TO ENERGY MECHANICAL
REPAIRS – AS NEEDED**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.**, whose address is 2601 East 6th Street, Deer Park, Washington 99006 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 **Waste to Energy Mechanical Repairs As-Needed**, selected via PW ITB #6493-26.
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 #6493-26 (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 1, 2026, and ends on September 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed three (3) additional one-year (1) contract periods.
4. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the 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 as-needed Contract shall be a maximum amount not to exceed **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**, plus applicable tax, and in accordance with rates set forth in Exhibit B, 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 Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. 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 Contractor's application except as provided by state law.
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 Worker's Compensation coverage for all their subject workers 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 Contractor's services to be provided under this Agreement;
- i. Acceptable supplementary Umbrella insurance coverage combined with Contractor'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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor 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 Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

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 caused by the Contractor's negligence or willful misconduct under this Agreement, including reasonable 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. Have HAZWOPER Certification for Soil Handling.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

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

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

17. **ASSIGNMENTS.** The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City,

Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

28. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

KNIGHT CONST. AND SUPPLY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Bid Response Summary to PW ITB #6493-26

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

EXHIBIT B

PAYMENT BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**, plus applicable tax, 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 **Waste to Energy Mechanical Repairs As-Needed**. 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 _____.

KNIGHT CONST. AND SUPPLY, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**, plus applicable tax 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 **Waste to Energy Mechanical Repairs As-Needed**. 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 _____

**KNIGHT CONST. AND SUPPLY, 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

Bid Response Summary

Bid Number ITB 6493-26
Bid Title Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price
Bid Base Currency USD
Due Date Tuesday, July 14, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Knight Const. & Supply, Inc.
Submitted By Jennifer Teel - Monday, July 13, 2026 3:09:37 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jteel@knightconst.com 509-276-2229

Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY PRE-BID CONFERENCE			
	MANDATORY pre-bid conference	A MANDATORY pre-bid conference and walk through will be held on FRIDAY, MAY 08, 2026, at 11:30 am. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. Boilers are down at this time for maintenance, to enable boiler-walk-through. This meeting is MANDATORY only bidders who attended would be able to submit a bid.	Acknowledged and Understood
ProcureWare - Preventing Problems When Submitting Your Bid:			
	ProcureWare: Preventing Problems	ProcureWare: Preventing Problems. Allow Plenty of Time To Submit Your Bid. Make Sure You Save Work Every Five Minutes To Prevent Lossing Your Work If ProcureWare Logs You Off; ProcureWare Will Log You Off Within Approximately 5-Minutes If ProcureWare Remains Dormant (No Entries Are Made); However, You Will NOT Be Able To Visually See That ProcureWare Logged You Off; If the System Is Not Interactive Enabling You To Enter Responses – You Were Logged Off. If You Receive An Error Message You Were Most Likely Were Logged Off. Please Exit ProcureWare and Log Back Into ProcureWare and Access The Bid. Make Sure You Constantly Save Your Work To Prevent Lossing It If Get Logged Off. When Uploading Documents You Will See Message Stating: “Scanning” as the document is being scanned for viruses. If word “Scanning” does not disappear after two-minutes, You Are Recommended Click On The Response Tab and Click Back On The Documents Tab, Verifying the Document Was Uploaded, Or You May Want To Wait A Couple of Minutes After Attempting To Upload A Document, and then Log Out of ProcureWare and Then Log Back Into ProcureWare and Access The Bid, To VERIFY Document Was Uploaded; It Is Recommended This Process Is Repeated Between Each Document That Is Uploaded. Once Again Allow Plenty Of Time To Submit Your Bid. (Rick Rinderle/Purchasing Phone 509 625 6527)	I acknowledge and understand

BACKGROUND		
#1	The City of Spokane Solid Waste Disposal, Waste to Energy Facility (COS WTEF), located at 2900 S Geiger Blvd, Spokane, WA 99224-5400, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels, is initiating this Invitation To Bid to solicit bids from Contractors qualified to provide Scheduled and Unscheduled Plant Mechanical Repairs Services as-needed for the COS WTEF. Due to the high technical nature of the project and criticality of components fixed properly and on time to avoid down time, any Contractor, who responds to this ITB, must have a minimum of five (5) years' experience in similar Waste To Energy Facilities and can verify that experience on Von Roll grate systems, Ash Expellers, Ash Drag Chain Conveyors, Spray Dryer Absorbers, Wheelabrator Fabric Filter Systems, and Overhead Crane Repair.	I agree and I acknowledge
#2	Due the nature of industrial processing, twenty-four seven (24/7) operations and WTE facility Industrial needs Contractors will be available on an "as needed" basis at any time for Emergency repairs.	I agree and I acknowledge
#3	Resulting Contract will be for a one-year unit price contract for a not-to- exceed amount of \$2,500,000. Contractor will be paid made only for actual services requested incurred, performed, and accepted per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.	I agree and I acknowledge
#3.1	The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about October 1, 2026 and to end on September 30, 2027.	I agree and I acknowledge
GENERAL INFORMATION		
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has attended the mandatory pre-bid conference visiting the site, and has read and understands the bid requirements.	I agree and I acknowledge
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. The contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.	I agree and I acknowledge
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract, with executed payment "and" performance bonds, and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I agree and I acknowledge

GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I agree and I acknowledge
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.	I agree and I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I agree and I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I agree and I acknowledge
CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) submitting this bid. If awarded contract, should contract actions not be managed by the same person, please explicitly specify all relevant contacts.	Jennifer Teel Phone: 509-276-2229 Email: jteel@knightconst.com
CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) authorized to sign a contract.	David A. Knight Phone: 509-276-2229 dave@knightconst.com
PREVAILING WAGE REQUIREMENTS		
#1	The Services under this are subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of filing fees, prevailing wages, bid bond, payment "and" performance bonds, and sales tax implications in making their bids.	Acknowledged and Agreed
#2	Payment and Performance bonds WILL BE required.	Acknowledged and Agreed
#3	Statutory retainage is NOT required.	Acknowledged and Agreed
#4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed

#5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, JULY 13, 2026 .	Acknowledged and Agreed
#6	For contracts greater than \$10,000.00, contractors must post the Statement of Intent and Department of Labor and Industries contact information at the job site: (RCW 39.12.020).	Acknowledged and Agreed
#7	Prevailing Wages Multi-Year Contracts and Extensions: For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.	Acknowledged and Agreed
#8	Upon the anniversary date of the contract, labor rates must be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged and Agreed
#9	Statement of Intent: The Contractor will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract.	Acknowledged and Agreed
#10	Filing Fees: The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed

#11	Public Works and Prevailing Wage Training. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement prior to time of bid submittal.	Acknowledged and Agreed
GENERAL CONDITIONS		
1	By submitting a bid, Contractor acknowledges it has: A minimum of five (5) years' experience in similar Waste To Energy Facilities and can verify that experience on Von Roll grate systems, Ash Expellers, Ash Drag Chain Conveyors, Spray Dryer Absorbers, Wheelabrator Fabric Filter Systems, and Overhead Crane Repair; Attended the Mandatory Pre-Bid Conference; and Read the ITB 6493-26, Waste To Energy Mechanical Repairs bid document and reviewed all bid document that are attached in the 'Documents' Tab, and understands the requirements.	I agree and I acknowledge
TECHNICAL REQUIREMENTS		
Performance	Awarded Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation (Mobilization/Demobilization), supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Spokane City Waste to Energy Plant mechanical repair services as-needed, for scheduled, and unscheduled emergency and non-emergency mechanical repairs.	I agree and I acknowledge
Performance	Contractor's Service Responsibility Clarifications shall include but not limited to: a. Safety orientation for labor force and all personal safety equipment. b. All tooling required to complete the work scope. c. All welding equipment required to complete service. d. Supplementary lighting if required. e. Labor and equipment to disassemble and reassemble the Grates. f. Detailed list of required expendable materials. g. Power service requirements. h. Accurate Daily Time Sheets for every work shift indicating all associated Labor, Materials, Expendables, Rental Equipment and Incidentals. Daily Time Sheets must indicate accurate service cost for all T&M Service on a Daily Basis.	I agree and I acknowledge
Performance	The awarded Contractor shall provide Scheduled and Unscheduled Plant mechanical repairs Services as-needed for the City of Spokane, Solid Waste Disposal Facility (COS WTEF) located at 2900 S. Geiger Blvd, Spokane WA 99224-5400.	I agree and I acknowledge
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I agree and I acknowledge
Safety	Contractor shall be responsible for adhering to the COS WTEF's Safety Program guidelines as well as implementing and maintaining their own safety program while working at the COS WTEF. The following are some examples of safety program requirements but are not all inclusive.	I agree and I acknowledge

Safety	Contractor will be required to participate in the COS WTEF safety orientation prior to any work activities at the COS WTEF.	I agree and I acknowledge	
Safety	Contractor shall, upon request, provide proof of established heavy metals exposure programs.	I agree and I acknowledge	
Safety	Contractor shall, upon request, provide proof of Confined Space Entry training, to include Confined Space Rescue training and 1st aid/CPR of personnel. In accordance with WAC 296-806.	I agree and I acknowledge	
Safety	Contractor shall, upon request, provide proof of current training, medical clearance, fit testing, and certification to wear a respirator for personnel. In accordance with WAC 296-842.	I agree and I acknowledge	
Safety	Contractor shall, upon request, provide proof of an established Fall Protection program, to include use and care of fall protection gear. In accordance with WAC 296-880.	I agree and I acknowledge	
Safety	The COS WTEF Lock-Out/Tag-Out (LOTO) system shall be used by all contractors during all work activities. The Contractor shall use their own hard locks as part of these LOTO procedures. In accordance with WAC 296-803.	I agree and I acknowledge	
Housekeeping	If you took exception to Housekeeping requirements as stated in ITB 6493-26, explain in detail.	None	
Scope of Work	WORKMANSHIP: This scope is intended to provide clarification and it is not intended to be a complete listing of the contractor's responsibilities as it pertains to Waste to Energy Plant mechanical repair services as-needed with on time results, nor is it to define in detail the method of performing Services. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of Services, and interpretation of the specifications shall be interpreted on this basis, to be complete services in a thorough, neat, and workmen like manner. Any work that, in the opinion of the City of Spokane, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I agree and I acknowledge	
Scope of Work	All work performed will adhere to the latest industry standards, which include the following. This list is not all inclusive. 1. International Building Code 2. American Institute of Steel Construction 3. American Welding Society 4. Association of Materials Protection and Performance 5. ASTM International 6. American National Standards Institute 7. American Society of Mechanical Engineers 8. Conveyor Equipment Manufacturers Association	I agree and I acknowledge	

Scope of Work	EXPANSION FOR NEW WORK (Personal Services – Prevailing Wage). Other miscellaneous necessary mechanical repair services may be required for the Waste To Energy Facility that are not listed. Any resulting Contract scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section, and/or not specified in the original ITB as intended work for the resulting Contract) 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 Contractor 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 Contract. 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.	I agree and I acknowledge
#1	I. General Inspection requirements: Do you take exceptions to I. General Inspection requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#1.1	If you took exception to I. General Inspection requirements as stated in ITB 6493-26, explain in detail.	
#2	II. Grate Module Demolition Procedures: Do you take exceptions to II. Grate Module Demolition Procedures as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#2.1	If you took exception to II. Grate Module Demolition Procedures as stated in ITB 6493-26, explain in detail.	
#3	III. Grate Blocks Inspection and Reconditioning Requirements: Do you take exceptions to III. Grate Blocks Inspection and Reconditioning Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#3.1	If you took exception to III. Grate Blocks Inspection and Reconditioning Requirements as stated in ITB 6493-26, explain in detail.	
#4	IV. Grate Module Installation Procedures: Do you take exceptions to IV. Grate Module Installation Procedures as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#4.1	If you took exception to IV. Grate Module Installation Procedures as stated in ITB 6493-26, explain in detail.	

#5	V. Under-Grate Inspection and Repairs: Do you take exceptions to V. Under-Grate Inspection and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#5.1	If you took exception to V. Under-Grate Inspection and Repairs as stated in ITB 6493-26, explain in detail.	
#6	VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs. Do you take exceptions to VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#6.1	If you took exception to VI. Routine Grate Module, Ram feeder and Arch Breaker Inspections and Repairs as stated in ITB 6493-26, explain in detail.	
#7	VII. Under-Grate Inspection and Repairs. Do you take exceptions to VII. Under-Grate Inspection and Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#7.1	If you took exception to VII. Under-Grate Inspection and Repairs as stated in ITB 6493-26, explain in detail.	I agree and I acknowledge
#8	VIII. Grate Cylinders Requirements. Do you take exceptions to VIII. Grate Cylinders Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#8.1	If you took exception to VIII. Grate Cylinders Requirements as stated in ITB 6493-26, explain in detail.	
#9	IX. Ram Feeder Requirements. Do you take exceptions to IX. Ram Feeder Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#9.1	If you took exception to IX. Ram Feeder Requirements as stated in ITB 6493-26, explain in detail.	
#10	X. Arch Breaker Requirements. Do you take exceptions to X. Arch Breaker Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#10.1	If you took exception to X. Arch Breaker Requirements as stated in ITB 6493-26, explain in detail.	
#11	XI. Test Run Grates Requirements. Do you take exceptions to XI. Test Run Grates Requirements as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#11.1	If you took exception to XI. Test Run Grates Requirements as stated in ITB 6493-26, explain in detail.	
#12	Contractors will be available on an "as needed" basis at any time for Emergency repairs	I agree and I acknowledge
#12.1	If you took exception to Emergency repair requirements as stated in ITB 6493-26, explain in detail.	
#13	Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs. Do you take exceptions to Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs as stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#13.1	If you took exception to Crane Motor Replacement, Crane Wheel Replacement and Associated Repairs as stated in ITB 6493-26, explain in detail.	

#14	Ash Expeller Rebuilds. Do you take exceptions to Ash Expeller Rebuilds stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#14.1	If you took exception to Ash Expeller Rebuilds as stated in ITB 6493-26, explain in detail.	
#15	Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements. Do you take exceptions to Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements stated in ITB 6493-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#15.1	If you took exception to Engineered Drawings and or Calculations for critical lifts, structural welding or fabrication requirements as stated in ITB 6493-26, explain in detail.	
#16	Provide required equipment and operator availability as listed in ITB 6493-26 bid proposal pages 22 - 29.	I agree and I acknowledge
#16.1	If you took exception to provide required equipment and operator availability requirements as stated in ITB 6493-26 bid proposal pages 22 – 29, explain in detail.	None
#17	Acknowledge that you have read and understand the following Liquidated Damages Paragraph: 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 TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.	I agree and I acknowledge
#17.1	If you took exception to Liquidated Damages explain in detail.	None
#18	Acknowledge that you have read and understand the following Contract Completion Time Paragraph. The Bidder agrees to perform the work consistent during the proposed outages at the Waste-to-Energy Facility. A date will be provided to the successful bidder and may be adjusted by +/- 2 days as the outage timeline shifts.	I agree and I acknowledge
#18.1	If you took exception to Contract Completion Time requirements explain in detail.	None
#19	The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the Documents Tab.	I agree and I acknowledge
BID		
#1	Bidder Must Download the 'Bid Proposal' Pages 22-29 of the ITB #6848-26 Bid Document in the 'Documents' tab, complete, and upload the completed document here.	2. KCS Bid Proposal Pages 22-29 signed.pdf

#2	BID SECURITY (Bid Bond). The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total not-to-exceed resulting contract bid amount of \$2,500,000 which will be the sum of \$125,000. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. If the bidder is awarded the contract and fails to enter into a contract and/or fails to furnish payment and performance bonds, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (Bidder are requested to use the blank 'Bid Bond' form Page 30 of the ITB #6493-26, bid document, located in the 'Documents' tab. Upload Here.	KCS Signed Bid Bond.pdf
#3	To assist in determining responsible-bidder, Bidder must submit a cover letter addressing each of the below areas:	Acknowledged and Understood
#3.1	1. The ability, capacity, and skill of the Bidder to perform services required.	Acknowledged and Understood
#3.2	2. The quality of performance of previous contracts or services.	Acknowledged and Understood
#3.3	3.The previous and existing compliance by the Bidder with laws relating to previous contracts or services;	Acknowledged and Understood
#3.4	4. Bidder's possession of the specialized skills necessary to perform the Services required under the Contract, including but not limited to knowledge of WTE plant operation systems and other unique equipment;	Acknowledged and Understood
#3.5	5.Whether the Bidder has the necessary experience, organization, and technical qualifications to perform the Contract, as demonstrated by Bidder's and its key personnel's past experience with similar projects. Bidder shall possess the following minimum qualifications: Due to the high technical nature of the project and criticality of components fixed properly and on time to avoid down time, any Contractor, who responds to this ITB, must have a minimum of five (5) years' experience in similar WTE facilities and can verify that experience on Von Roll grate systems, Ash expellers, Ash drag chain conveyors, Spray dryer absorbers, Wheelabrator Fabric filter systems, overhead crane repair and any and all other corresponding equipment;	Acknowledged and Understood
#3.6	6. Whether the Bidder has the ability to comply with the City of Spokane's required performance schedule including but not limited to the ability to meet the City of Spokane's response requirements taking into account all its existing business commitments:	Acknowledged and Understood
#3.7	7. The adequacy of the Bidder's proposed management and organizational plan;	Acknowledged and Understood
#3.8	8. Ability of Contractor to be able to provided required equipment and operator availability: Listed in Bid Proposal (Pages 22 - 29).	Acknowledged and Understood
#3.9	UPLOAD LETTER HERE addressing areas #3.1 through 3.8 Here:	1. KCS Cover Letter Combined.pdf

#4	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	I agree and I acknowledge
#5	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1, 2
CONTRACTOR RESPONSIBILITY		
1	Washington State Contractor's License No.	KNIGHCS281ON
2	Washington Unified Business Identifier (UBI) number	600 074 664
3	Contractor's Washington Employment Security Department Number	357105-00-6
4	Contractor's Washington Excise Tax Registration Number	600 074 664
5	Contractor's City of Spokane Business Registration Number	T12001102BUS
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I don't agree and I don't acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I don't agree and I don't acknowledge
#1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	Exceptions to Terms and Conditions RFQ 6493-26.pdf
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	Addendum 1 signed.pdf

#2	If you have additional information/documents to submit, upload them here.	Addendum 2 signed.pdf	
#3	If you have additional information/documents to submit, upload them here.	0. KCS Bid Cover Page.pdf	
#4	If you have additional information/documents to submit, upload them here.		
#5	If you have additional information/documents to submit, upload them here.		



CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

INVITATION TO BID

ITB NUMBER: **6493-26**

TITLE: WASTE TO ENERGY MECHANICAL
REPAIRS As-Needed –
Prevailing Wage-Unit Price

BID COORDINATOR: Rick Rinderle, City of Spokane
Purchasing Department

MANDATORY PRE-BID CONFERENCE:

FRIDAY, MAY 8, 2026, at 11:30 am. The location
will be at the Waste to Energy Facility (WTEF)
Admin Offices, 2900 S Geiger Blvd., Spokane WA.
Boilers are down at this time for maintenance.
**This meeting is MANDATORY only bidders who
attended would be able to submit a bid.**

QUESTION DEADLINE: MONDAY, JUNE 15, 2026,
at 9:00 am.

BID DUE DATE: **MONDAY, JULY 13, 2026.**

TIME: 1:00 pm

Bid Submittal:

All Bids shall be submitted electronically through the
ProcureWare online procurement system portal:
<https://spokane.procureware.com> before the bid due
date and time.

BID SUBMITTED BY:

COMPANY Knight Const. & Supply, Inc.

MAILING ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHYSICAL ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHONE NUMBER (509) 276-2229

E-MAIL ADDRESS dave@knightconst.com

Rick Rinderle

Rick Rinderle
Purchasing

Addendum 2
June 11, 2026

ITB 6493-26

Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 changes Bid Due Date and Time and Insurance Requirements as noted below:

Bid Due Date and Time: Changed **From 7/13/2026 at 1:00PM**, **Change To: 7/14/2026 at 11:00AM**

Insurance Requirements Are Changed To:

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

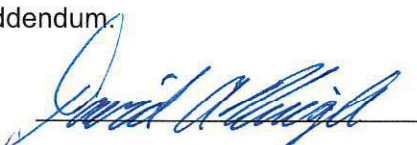
C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles as applicable. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company


Signature

Addendum 1
May 8, 2026

ITB 6493-26

Waste To Energy Mechanical Repairs As-Needed – Prevailing Wage-Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 advises that a copy of the sign-in sheet has been posed in ProcureWare External Documents Tab. No questions were asked during the meeting or walk through.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company


Signature

These Next Eight Pages (Pages #22 - 29) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #2.

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # ITB 6493-26

WASTE TO ENERGY MECHANICAL REPAIRS As-Needed - Prevailing Wage-Unit Price

QUANTITIES: Are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less.

EVALUATION:

For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the overall-extended total cost comprised of quantity of one-each for "each" description-unit-type Hour-Cost, Day-Cost, and Week-Cost. To assist in determining responsible-bidder, Bidder's cover letter will be reviewed, reference bid section: Scope of Work, 5. BID EVALUATION.

Resulting Contract will be for a one-year unit price contract for a not-to- exceed amount of \$2,500,000. Contractor will only be paid for actual services requested incurred, performed, and accepted per contract per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.

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.

SALE TAX.

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will 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.

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 services at the following unit prices:

October 1, 2026 Through September 30, 2027

Prices shall be firm throughout the first year of the contract period.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

Mobilization	Shall include all activities and associated costs for transportation and set up contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.
Demobilization	Demobilization shall include all activities and costs for transportation and teardown of personnel, equipment, tooling, and supplies no longer required to complete the scope of the contract from the site.
Other Necessary Mechanical Repair Services	Scope to be provided to Contractor upon, when need arises.
Unscheduled Emergency Services	Contractors will be available on an "as needed" basis at any time for Emergency repairs
Contractor To Define What Constitutes "Straight Time":	The employee's regular base hourly rate of pay, exclusive of any premium rates, for standard non-overtime hours worked. Straight time applies only up to the standard 40-hour workweek or 10-hour day, as KCS utilizes a 4/10 work agreement, which Washington State law allows for employees on public works projects to work four 10-hour days without triggering daily overtime.
Contractor To Define What Constitutes "1.5 Time Rate"	Prevailing wage rates are tied to the specific trade. Therefore, KCS pays the 1.5 times pay rate required for each trade, as specified by the Washington State Prevailing Wage Determination.
Contractor To Define What Constitutes "2 Time Rate"	Prevailing wage rates are tied to the specific trade. Therefore, KCS pays the 2 times pay rate required for each trade, as specified by the Washington State Prevailing Wage Determination.
% Markup for Parts & Materials To Remain Unchanged Throughout Contract Period To Include Any Exercised Options	17% %
Personal Protective Equipment Cost, shall be charged at a percentage of the labor cost associated with individual invoice(s) as material materials.	

Bid Item	DESCRIPTION	Unit Type	Unit-Bid Price	Est Qty
1	Set up/Mobilization Cost	Each	\$ 12,750.00	2
	(Outage Only)			
2	Demobilization Cost	Each	\$ 9,800.00	2
	(Outage Only)			
3	Millwright-Journeyman	Hour	\$145.00	1-100 +
	(Straight Time Rate)			
4	Millwright-Journeyman	Hour	\$ 214.00	1-100 +
	(1.5 Time Rate)			
5	Millwright-Journeyman	Hour	\$281.00	1-100 +
	(2 Time Rate)			
6	Millwright-Foreman	Hour	\$ 145.00	1-100 +
	(Straight Time Rate)			
7	Millwright-Foreman	Hour	\$ 214.00	1-100 +
	(1.5 Time Rate)			
8	Millwright-Foreman	Hour	\$ 281.00	1-100 +
	(2 Time Rate)			
9	Heavy Equipment Operator	Hour	\$ 112.00	1-100 +
	(Straight Time Rate)			
10	Heavy Equipment Operator	Hour	\$ 170.00	1-100 +
	(1.5 Time Rate)			
11	Heavy Equipment Operator	Hour	\$ 223.00	1-100 +
	(2 Time Rate)			
12	Heavy Equipment Operator - Forman	Hour	\$ 112.00	1-100 +
	(Straight Time Rate)			

13	Heavy Equipment Operator - Forman	Hour	\$ 170.00	1-100 +
	(1.5 Time Rate)			
14	Heavy Equipment Operator - Forman	Hour	\$ 223.00	1-100 +
	(2 Time Rate)			
15	Crane Operator - Journeyman	Hour	\$ 116.00	1-100 +
	(Straight Time Rate)			
16	Crane Operator - Journeyman	Hour	\$ 173.00	1-100 +
	(1.5 Time Rate)			
17	Crane Operator - Journeyman	Hour	\$ 227.00	1-100 +
	(2 Time Rate)			
18	Labor -Journeyman	Hour	\$98.00	1-100 +
	(Straight Time Rate)			
19	Labor -Journeyman	Hour	\$ 146.00	1-100 +
	(1.5 Time Rate)			
20	Labor -Journeyman	Hour	\$ 192.00	1-100 +
	(2 Time Rate)			
21	Management Supervisor	Hour	\$ 110.00	1-100 +
	(Straight Time Rate)			
22	Management Supervisor	Hour	\$ 157.00	1-100 +
	(1.5 Time Rate)			
23	Management Supervisor	Hour	\$ 157.00	1-100 +
	(2 Time Rate)			
24	Shop Labor - Fabricator	Hour	\$98.00	1-100 +

25	Shop Labor - Machinist	Hour	\$ 98.00	1-100 +
28	Scissor Lift	Day	\$95.00	1-100 +
	at least 26-foot working height	Week	\$270.00	
29	Pick-up Truck 1/2 Ton	Day	\$105.00	1-100 +
		Week	\$420.00	
30	Pick-up Truck 3/4 Ton	Day	\$105.00	1-100 +
		Week	\$420.00	
31	Fork 5,000 Lb.	Day	\$225.00	1-100 +
		Week	\$650.00	
32	Welder 250 Amp	Day	\$129.00	1-100 +
		Week	\$516.00	
33	Welder 300 XMT AMP	Day	\$129.00	1-100 +
		Week	\$516.00	
34	Cargo Tool Trailer / Office	Day	\$110.00	1-100 +
		Week	\$440.00	
35	Manlift 40 Foot w/Knuckle Boom	Day	\$250.00	1-100 +
		Week	\$725.00	
36	Manlift 80 Foot	Day	\$300.00	1-100 +
		Week	\$875.00	
38	Carry Deck Crane	Day	\$625.00	1-100 +
		Week	\$1,700.00	
39	20-Ton Crane	Day	\$1,300.00	1-100 +
		Week	\$3,900.00	

40	80-Ton Crane	Day	\$1,750.00	1-100 +
		Week	\$5,000.00	
41	All Terrain Forklift	Day	\$ 300.00	1-100 +
		Week	\$ 950.00	
Overall-Extended-Total-Cost Comprised of Quantity one-each for “each” description-unit-type Hour-Cost, Day-Cost, and Week-Cost.			\$48,217.00	
List any other cost that may be incurent that are not listed above. If not listed, will not be allowed later.				
Description of Cost			Cost	
Shop Waterjet			\$100.00/hour	
Torch Cart			Daily - \$30, Weekly - \$75	
Tractor & Trailer			Daily - \$600, Weekly - \$2300	

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder must adhere to the City's outage schedule.

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 TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's License No. KNIGHCS281ON

Washington Unified Business Identifier (UBI) number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS

The successful bidder 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 estimated not-to-exceed contract amount of \$2,500,000 as indicated bid, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a contract and/or furnish approved-engineered prints and drawings, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

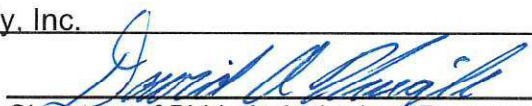
NON-COLLUSION.

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.

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

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

Name of Bidder: Knight Const. & Supply, Inc.


Signature of Bidder's Authorized Representative

David A. Knight, President

Title

2601 E 6th St., Deer Park, WA 99006

Address

(509) 276-2229

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

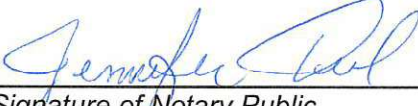
My appointment expires _____

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.

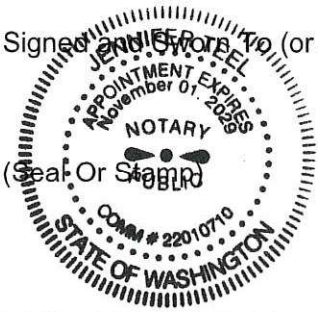
Signed and Sworn To (or Affirmed) Before Me On 7/13/2026
date

(Seal Or Stamp)



Signature of Notary Public

My appointment expires 11/1/2029



ATTACHMENT 1

TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

7. INTERLOCAL PURCHASE AGREEMENTS

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.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

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 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 Firm 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 Firm.

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

15. 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.

16. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

17. 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.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY caused by

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE Per Amendment 2

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Construction with Integrity Since 1968

WA License KNIGHCS281ON



GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6TH STREET
DEER PARK, WA 99006

July 14, 2026

City of Spokane
Purchasing Center
915 N. Nelson Street
Spokane, WA 99202

Re: City of Spokane, Waste to Energy Mechanical Repairs As-Needed – Prevailing Wage – Unit Price, (PW ITB 6493-26)

Knight Const. & Supply, Inc. (KCS) is pleased to submit a proposal for the City of Spokane Public Works Bid, Waste to Energy Mechanical Repairs As-Needed – Prevailing Wage – Unit Price, PW ITB 6493-26. KCS acknowledges all proposal terms will comply with all the terms and conditions set forth in the RFP, unless otherwise agreed to by the City of Spokane.

1. The Ability, Capacity and Skill Required for this Mechanical Repair Contract

KCS brings more than 30 years of mechanical repair and maintenance experience in industrial plants, paper mills, and waste to energy facilities (WTEF) throughout the Inland Northwest. Over the past 20 years, many KCS project managers and skilled craftsmen have worked regularly at the Spokane WTEF providing a comprehensive understanding of the facility, its systems, and operational requirements.

KCS takes pride in delivering high-quality workmanship and completing projects on schedule. Our commitment to these principles has resulted in a long history of successful project delivery and lasting relationships with our clients. KCS offers the following capacities demonstrating its ability to provide the mechanical services required for this contract:

- KCS maintains a large, highly skilled labor pool consisting of journeymen millwrights, crane operators, and certified welders, many of whom possess extensive experience performing mechanical repairs at the Spokane WTEF and at similar industrial plants.
- KCS owns the equipment required for heavy industrial repair work and operates as a locally based contractor, enabling rapid and efficient response to repair requests.

- Our in-house fabrication shop and machining capabilities provide direct control over the project fabrication schedules, allowing compliance with short-notice and expedited schedule requirements typical of plant outage work.
- KCS routinely applies in-house design and comprehensive modeling capabilities to develop detailed computer models and generate bills of materials, including the dimensional and geometric information required by steel vendors to cut material to final shape. Our approach significantly reduces onsite preparation and fabrication time, resulting in measurable cost savings for the customer.
- Due to an established and thorough working knowledge of the Spokane WTEF, KCS is well positioned to assist plant managers in evaluating and selecting appropriate repair and maintenance strategies.
- KCS has previously provided, and continues to offer, design-build services supporting WTEF improvement and equipment rehabilitation projects.

2. The Quality of Performance of Previous Contracts and Services

Over the past 19 years, KCS has successfully completed numerous projects at the Spokane WTEF, consistently meeting or exceeding performance expectations. Past and current WTEF Managers can attest to KCS's quality, reliability, and professionalism demonstrated across prior projects and services.

3. Previous and Existing Compliance with Laws on Previous Contracts and Services

KCS is a licensed, bonded, and insured general contractor, registered under contractor license number KNIGHCS281ON.

4. Specialized Skills

KCS personnel possess specialized skills required to repair and rehabilitate the unique equipment used at Spokane WTEF and at similar plants. As an example, KCS has developed and consistently applies a specialized Von Roll Grate Removal and Installation Procedure (KCS Grate Procedure). Full development and disciplined execution of the KCS Grate Procedure have enabled compliance with, and frequent improvement upon, critical outage schedules during past plant outages.

Comprehensive inspections are performed throughout the process to verify proper installation of each intricate component of the grate system; inadequate installation increases the likelihood of premature system failure and unscheduled outages. KCS continually trains experienced millwrights to perform these critical inspections and currently employs multiple superintendents with specialized expertise in grate removal and installation in accordance with the KCS Grate Procedure. In addition, KCS has developed and implemented several other specialized inspection and repair procedures addressing additional Spokane WTEF system components.

5. Experience, Organization, and Technical Qualifications

KCS's management and supervisory personnel each possess a minimum of nine (9) years of experience with WTEF, with several individuals having more than 19 years of service, as reflected in the organizational chart (Attachment 1). Our experienced craftsmen maintain a broad range of technical skills and routinely work at Spokane WTEF, paper mills, aluminum fabrication facilities, river navigation lock outages, mines, and ore processing facilities. Such experience provides a broad skill set and a strong understanding of plant outage planning, execution, and schedule control.

KCS currently employs approximately 48 millwrights with experience at Spokane WTEF. Of those individuals, 32 are AWS D1.1 Certified Welders (Attachment 2) and 23 are NCCCO Certified Crane Operators (Attachment 3). Our crews are trained on, and familiar with, the systems specific to Spokane WTEF. KCS welders are certified and experienced using inner shield wire and are accustomed to welding while wearing respirators. The institutional knowledge within the KCS workforce allows crews to efficiently identify and repair wear items during outages. For example, we have developed Under Grate Inspection Sheets to support efficient inspection and proper documentation of required repairs. Our work procedures and tooling enable crews to remove and replace grate modules within extremely compressed schedules.

All KCS personnel listed on the organizational chart have worked on WTEF projects. Those projects included work on the following WTEF equipment and components:

- Von Roll Grate System
- Ash Expellers
- Ash Drag Chain Conveyors
- Spray Dry Absorbers (SDA)
- The Wheelabrator Fabric Filter System
- Overhead Crane Repair
- Shaker Pan Conveyor
- Grizzly Belt Conveyor Systems
- Miscellaneous Material Chutes and Hoppers

6. Comply with the City of Spokane's Performance Schedule

Our experience with emergency repair work provides a strong understanding of the compressed schedules inherent to facility outages. KCS plans for contingencies, identifies and procures long-lead items in advance, plans for spare parts, and increases manpower as necessary to meet critical timelines. Over the past 16 years of WTEF outage work, KCS has developed a clear understanding of the requirements for both scheduled and unscheduled emergency outages. KCS's familiarity with WTEF operations enables routine and emergency repair work to be integrated efficiently into existing business operations.

7. Bidder Proposed Management and Organizational Plan

The KCS organizational chart (Attachment 1) demonstrates the company's depth of experience across all levels of the organization. We organize project teams and tailor work approaches to meet project-specific requirements. KCS has the ability to increase manpower and implement double shifts, as needed, to meet compressed timelines associated with finite work windows. Direct communication among field crews, superintendents, project managers, and construction executives supports efficient issue identification and timely resolution.

8. Ability of Contractor to be able to Provide Required Equipment and Operator Availability Listed in Bid Proposal

KCS maintains an extensive inventory of equipment, including the cranes specified in the bid proposal, as well as a wide range of tools and specialty equipment that can be mobilized on short notice. In addition to our equipment resources, KCS employs experienced heavy equipment operators and NCCCO-certified crane operators, ensuring qualified personnel are readily available to support WTEF's projects. A list of certified crane operators is provided in **Attachment 3**.

Thank you for considering Knight Const. & Supply, Inc. for the proposed project. Should you have any questions or if additional information is needed, please do not hesitate to contact me.

Sincerely,

Knight Const. & Supply, Inc.



David A. Knight

President

(509) 276-2229

dave@knightconst.com

Enclosures:

1. Attachment 1, KCS Organizational Chart
2. Attachment 2, List of AWS D1.1 Qualified Welders
3. Attachment 3, List of NCCCO Certified Crane Operators

ATTACHMENT 2

Qualified Welders

D1.1 FCAW QUALIFIED WELDERS

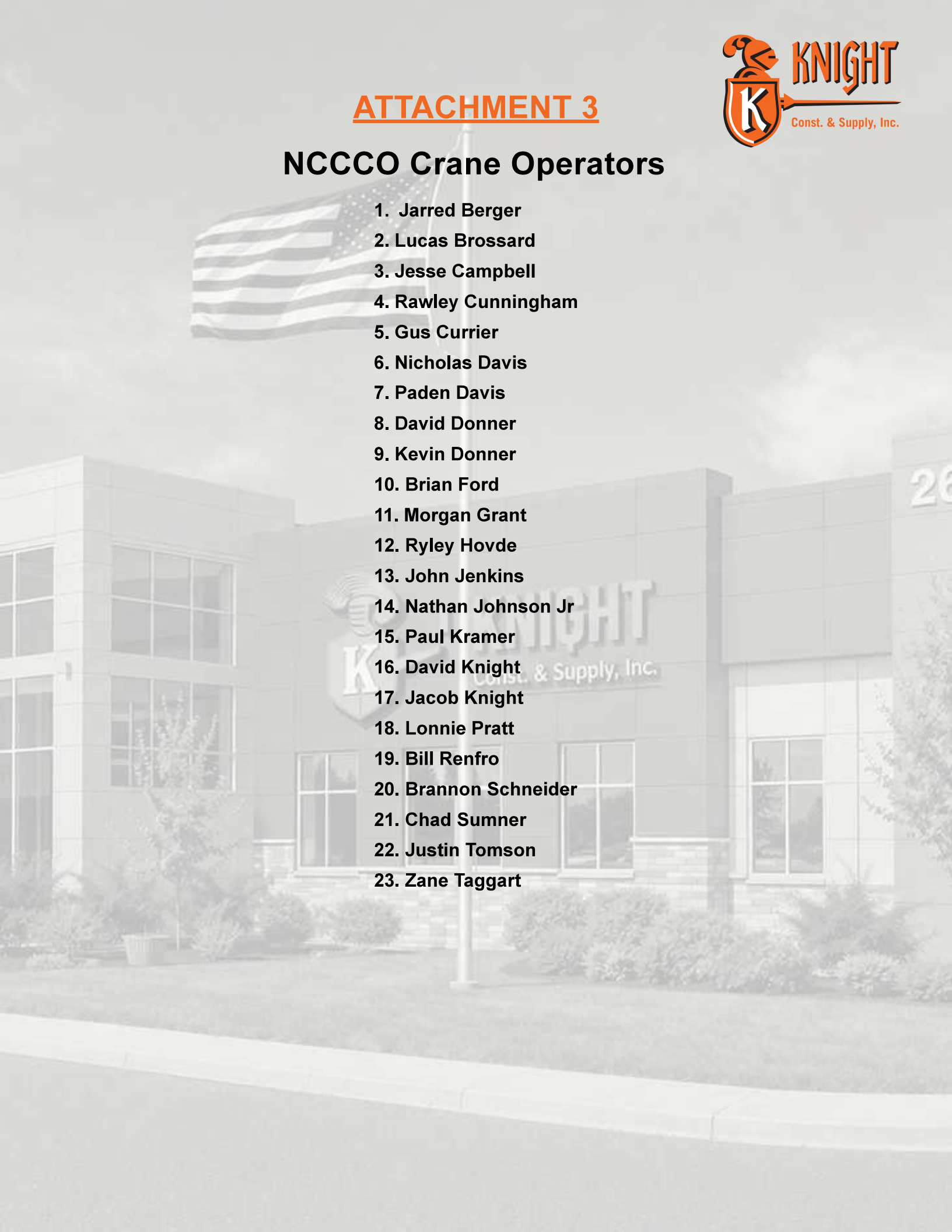
1. Tim Bumgarner
2. Kevin Clark
3. Bryan Crain
4. Rawley Cunningham
5. Gus Currier
6. Nicholas Davis
7. Paden Davis
8. Kayden Demello
9. David Donner
10. Kevin Donner
11. Hayes Frank
12. Morgan Grant
13. Pat Harris
14. Jake Jenkins
15. John Jenkins
16. Nathan Johnson Jr
17. Bill Knight
18. Paul Kramer
19. Kody Lyles
20. Morgan Pangerl
21. Lonnie Pratt
22. Brady Profit
23. Bill Renfro
24. Pat Smith
25. Jacob Spaletta
26. Zack Stapleton
27. Chad Sumner
28. Zane Taggart
29. Shane Tibbett
30. Justin Tomson
31. Cody Westerman
32. Donovan Zolman

D1.1 SMAW QUALIFIED WELDERS

1. Kevin Clark
2. Bryan Crain
3. Rawley Cunningham
4. Gus Currier
5. Nicholas Davis
6. Paden Davis
7. David Donner
8. Hayes Frank
9. Morgan Grant
10. Jake Jenkins
11. Nathan Johnson Jr
12. Paul Kramer
13. Morgan Pangerl
14. Brady Profit
15. Bill Renfro
16. Pat Smith
17. Jacob Spaletta
18. Zane Taggart
19. Shane Tibbett
20. Justin Tomson
21. Donovan Zolman

ATTACHMENT 3

NCCCCO Crane Operators

- 
- The background of the document is a faded, grayscale image of a modern, multi-story commercial building with large windows. In the foreground, an American flag is flying on a tall pole. The building has a sign that reads 'KNIGHT Const. & Supply, Inc.' and the number '28' is visible on its right side.
1. Jarred Berger
 2. Lucas Brossard
 3. Jesse Campbell
 4. Rawley Cunningham
 5. Gus Carrier
 6. Nicholas Davis
 7. Paden Davis
 8. David Donner
 9. Kevin Donner
 10. Brian Ford
 11. Morgan Grant
 12. Ryley Hovde
 13. John Jenkins
 14. Nathan Johnson Jr
 15. Paul Kramer
 16. David Knight
 17. Jacob Knight
 18. Lonnie Pratt
 19. Bill Renfro
 20. Brannon Schneider
 21. Chad Sumner
 22. Justin Tomson
 23. Zane Taggart

BID BOND

We, Knight Const. & Supply, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL NOT-TO-EXCEED RESULTING CONTRACT BID AMOUNT OF \$2,500,000.00, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Waste To Energy Mechanical Repairs As-Needed - Prevailing Wage-Unit Price

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on July 6, 2026

AS PRINCIPAL Knight Const. & Supply, Inc.

By: 

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company
AS SURETY

By: 
Attorney in Fact Jennifer Martinez Ibarra



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , Individually

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Knight Const. & Supply, Inc.

Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

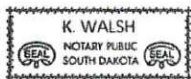
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of July, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PAYMENT BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and **Western Surety Company**, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**, plus applicable tax, 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 **Waste to Energy Mechanical Repairs As-Needed**. 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 July 30, 2026

KNIGHT CONST. AND SUPPLY, INC.,

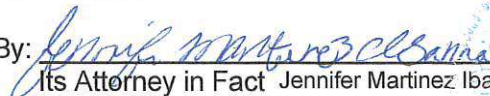
AS PRINCIPAL

By: 
Title: President

Western Surety Company

AS SURETY

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

By: 
Its Attorney in Fact Jennifer Martinez Ibarra

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Jennifer Martinez Ibarra
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: July 30, 2026

Stefano Pitta
Signature of Notary Public Stefano Pitta

Signature of Notary Public Stefanie Pickard

My appointment expires February 5, 2030

Approved as to form:

Assistant City Attorney



PERFORMANCE BOND

We, **KNIGHT CONST. AND SUPPLY, INC.**, as principal, and Western Surety Company, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**, plus applicable tax 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 **Waste to Energy Mechanical Repairs As-Needed**. 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 July 30, 2026

KNIGHT CONST. AND SUPPLY, INC.,
AS PRINCIPAL

By: *David O'Neill*
Title: President

Western Surety Company
AS SURETY

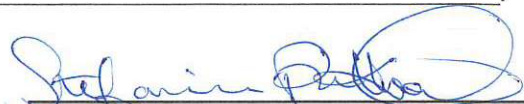
A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: *Jennifer Martinez Ibarra*
Its Attorney in Fact Jennifer Martinez Ibarra

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____
Jennifer Martinez Ibarra 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 July 30, 2026



Signature of Notary Stefanie Pickard

My appointment expires February 5, 2030

Approved as to form:

Assistant City Attorney



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , **Individually**

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30251017

Principal: Knight Const. & Supply, Inc.

Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

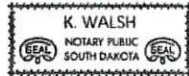
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



KNIGCON-01

MNEIGHBORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2026

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

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

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (509) 838-3501	FAX (A/C, No): (866) 226-3738
INSURED Knight Const. & Supply, Inc. 2601 E 6th St Deer Park, WA 99006	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : Evanston Insurance Company	35378
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

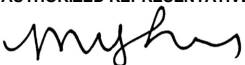
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ENP 0586986	8/19/2026	8/19/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution/Prof Liab.			MMAENV005123	8/19/2025	8/19/2027	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Waste To Energy Mechanical Repairs

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201-3316	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 

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



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.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
11. Broadened Notice Of Occurrence	14
12. Nonowned Aircraft	14
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16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY
COVERAGE**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision -

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j**. Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.** The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j. Damage To Property, Paragraph (2)** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

ANY JOB SITE

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

- b.** The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
- (1)** The actual cash value of the damaged or stolen property as of the time of the "accident";
 - (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3)** \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2)** Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or
- (3)** An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

- 1.** Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- 2.** Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a.** Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b.** Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c.** Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d.** Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- 3.** Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1.** Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
- 2.** Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1.** The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

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.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

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

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if 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 (Including Mold And Legionella)

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 as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

- (1) The "pollution condition" arises out of "your work"; and
- (2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella 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 as "pollution loss" resulting from 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 "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

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 as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

- (1) Such "pollution condition" originates at a "non-owned disposal site";
- (2) The "pollution condition" arises from waste or material generated by "your work"; and
- (3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants 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 as "pollution loss" resulting from a sudden and accidental "pollution condition":

- (1) At, on, or under a Designated Location shown in the Declarations; or
- (2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

- (a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;
- (b) The "pollution condition" commences during the policy period;
- (c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;
- (d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and
- (e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

- (1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
 - (a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
 - (b) Commences during the policy period; and
 - (c) First becomes known to any "responsible insured" during the policy period and 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 even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

- (2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if 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 as "professional loss".
- (2) This insurance applies to "professional loss" only if:
- (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.

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 to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

- (1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;
- (2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and
- (3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

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. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section I - Coverages, 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", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Solely with respect to the Insuring Agreement **2.a. Professional Liability**, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

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 reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

- a. Have the right to investigate any "claim"; and
 - b. Have the right and duty to defend the insured against any "suit";
- for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section **IV - Limits Of Insurance And Self-Insured Retention**; and
- (2) 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

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. 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.
- c. 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.
- d. 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.
- e. 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.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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 "loss" 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 "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;
- 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".

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.

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.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

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 shall 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 once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

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 the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph C.3. Pre-Claim Investigation Expenses of Section I - Coverages.

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 purchased by an "X" 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 will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:
 - (1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and
 - (2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.
- b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal 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 reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

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 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 or written request 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 per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

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 as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

- 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 **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. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

- a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or
- b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. 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, 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".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. 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.

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" to the extent coverage is provided under Section I - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property; or
- b. 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; or
- (2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

- a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;
- b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or
- c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

- a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing, or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured 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. A "claim" 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; or

- b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. 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.

16. 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", but 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, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered by this policy;
- 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 which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

- c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. 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.

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

- a. 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; or
- b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

- B.** With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. 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.

3. 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.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. 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.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

- a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;
- b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

- c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information; or
- d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

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" 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 spouse or "domestic partner" 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. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

- a. You report all such entities to us within 180 days after you have acquired the organization; and
- b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

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 organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, 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 acquired or formed the organization.

However:

- (1) Coverage is afforded only until the 180th day after you form 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 the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.
2. Any:
 - a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and
 - 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.

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 "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.
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 (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments 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 the sum of all "pollution loss" and supplementary payments 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 the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".
 - 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 the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
 - e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

- f. 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 arising out of any one "wrongful act".
- g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

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 excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

- 4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs 2. and 3. above.

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.

- 2. Regardless of whether or not there is any other insurance, whether or not collectible, 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 insurance. 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" which 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 sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. 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. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, 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 date shown in the Declarations; or
 - b. Does not apply to "professional services" coverage 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 injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. 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".

D. An Optional Extended Reporting Period is available, subject to Paragraph E. below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. 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.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- 1. The exposures insured;
- 2. Previous types and amounts of insurance;
- 3. Limits of insurance available under this policy for future payment of "professional loss"; and
- 4. Other related factors.

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.

E. 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. Any insured fails to repay any self-insured retention amount we have paid;
 3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
 4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.
- F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

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 you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium;
 - b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
 - c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
 - a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
 - b. You are required by written contract to provide the additional insured with such notice; and
 - c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed 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 and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. 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; and
 - f. Details explaining how the insured first became aware of 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 record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
 - b. You and any other involved insured must:
 - (1) Send us copies as soon as practicable 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"; 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.
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 Or Emergency Response 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.

H. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
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 **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** 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.

I. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To 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 us, the insured, and the claimant or the claimant's legal representative.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. 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 **b.** 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 **c.** below.

2. Excess Insurance

a. This insurance is excess over:

- (1) Any other 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; or
- (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.

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.

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:

- a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;
- b. Any other insurance available 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. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b. Transportation Pollution Liability.**

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.
3. 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.

M. Premiums

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 we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

O. Separation Of Insureds

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:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

P. 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.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. 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.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of \$10,000, if:

1. A "claim" has not entered into litigation;
2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and
3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

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", 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 the insured's or our receipt of:
1. A written demand for "loss"; or
 2. The service of "suit" or institution of arbitration proceedings against the insured.

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, or response to any "pollutants":
1. To the extent required by 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 the insured; or
 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.

"Cleanup costs" includes "restoration costs".

- 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 of 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:

1. The United States of America and its territories or possessions; and
 2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph 1. above.
- I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.
- J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.
- K. "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.
- You must take reasonable steps to minimize "crisis management costs".
- L. "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, at our sole discretion, 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 company's image or goodwill.
- M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.
- N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- O. "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 are incurred.
- P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- Q. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- R. "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.
- S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- T.** "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.
- U.** "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.
- V.** "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 a vehicle;
 - b. While it is in or on a vehicle; or
 - c. While it is being moved from a vehicle to the place where it is finally delivered.
- W.** "Loss" means "pollution loss" or "professional loss".
- X.** "Mediation" means the voluntary process in which an objective 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". "Mediation" does not include litigation, arbitration, or court mandated proceeding.
- Y.** "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.
- Z.** "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.
- AA.** "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":
1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
 2. Is 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. Is 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".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or
2. "Cleanup costs".

EE. "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. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;
3. Taxes, fines, or penalties imposed by law;
4. Sanctions;
5. Matters which are uninsurable under the law pursuant to which this policy will be construed;
6. The return, restitution, disgorgement, or off-set 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".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy 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.

GG. "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".

HH. "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.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;
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; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "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 exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK. "Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is 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 "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM. "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".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "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.

OO. "Wrongful act" means any actual or alleged 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".

PP. "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.

QQ. "Your work":

1. Means:

(a) Contracting work or contracting 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; and

(c) The "completed operations" of "your work".



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 5, 2026

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2028

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](#)).

< Business Lookup

License Information:

New searchBack to results

Entity name:KNIGHT CONST. & SUPPLY, INC.

Business name:KNIGHT CONST. & SUPPLY, INC.

Entity type:Profit Corporation

UBI #:600-074-664

Business ID:001

Location ID:0001

Location:Active

Location address:2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address:2601 E 6TH ST
DEER PARK WA 99006-5381

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
Deer Park General Business				Active	Jul-31-2027	Sep-21-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Mar-10-2026
Minor Work Permit				Active	Jul-31-2027	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2027	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 9:24:22 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/17/2026

Clerk's File #

OPR 2026-0782

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 6523-26

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28921

Contact E-Mail

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

CONTRACT FOR FABRIC FILTER BAG CHANGEOUT SERVICES

Agenda Wording

Contract award to Knight Const. & Supply, Inc. (Deer Park, WA) for fabric filter bag changeout services from 10/15/2026 - 6/30/2028 and a total cost of \$322,822.54, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the furnace air before discharge from the facility. These bags must be replaced every 4 to 5 years or as they become worn. A complete bag change out is scheduled for one boiler in the fall of 2026 and the other boiler in the spring of 2027. RFQ 6523-26 was issued for this service and Knight Const. & Supply, Inc. was the only respondent. The resulting contract award would be from 10/15/26-6/30/28 to allow for any changes in the scheduling of the changeout. The total cost for boiler 2 in 2026 is \$164,714.82 including tax. The total cost for boiler 1 in 2027 is \$158,107.72, including tax.

What impacts would the proposal have on historically excluded communities?

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

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

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

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

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

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

Council Subcommittee Review

Not Applicable

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 322,822.54	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is a repair and maintenance service expense that is planned for every 4 to 5 years in the Solid Waste Disposal capital plan.			
Amount		Budget Account	
Expense	\$ 164,714.82	# 4490-44900-37145-54803-19031 (2026 budget)	
Expense	\$ 158,107.72	# 4490-44900-37148-54803-19032 (2027 budget)	
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	
<u>Dept Head</u>	BRADBURN, TRACE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
David A. Knight, dave@knightconst.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane

PUBLIC WORKS CONTRACT

Title: **FABRIC FILTER BAG CHANGE OUT SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONST. AND SUPPLY, INC.**, whose address is 2601 East 6th Street, Deer Park, Washington 99006 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 **Fabric Filter Bag Change Out Services**, selected via PW ITB #6523-26.
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 #6523-26 (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 June 30, 2028, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED TWENTY-TWO AND 54/100 DOLLARS (\$322,822.54)**, including tax, 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 Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. . 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.

6. PREVAILING WAGES.

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

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

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

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

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

7. 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 Worker's Compensation coverage for all their subject

workers 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 Contractor's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Contractor'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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor 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 Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

8. **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 caused by the Contractor's negligence or willful misconduct under this Agreement, including reasonable 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.

9. **CONTRACTOR'S WARRANTY.** The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

10. 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. Have HAZWOPER Certification for Soil Handling.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

11. 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.

12. 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.

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

14. 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.
15. 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.
16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
17. 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.
18. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.

25. 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.

KNIGHT CONST. AND SUPPLY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Bid Response Summary to PW ITB #6543-26

26-127a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6523-26
Bid Title Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price
Bid Base Currency USD
Due Date Monday, July 13, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Knight Const. & Supply, Inc.
Submitted By Jessica Turk - Thursday, July 9, 2026 4:49:35 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jturk@knightconst.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	#1	MANDATORY PRE-BID MEETING A MANDATORY pre-bid meeting and walk through will be held on THURSDAY, May 7, 2026, at 10:30AM. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. Boilers are down at this time for maintenance. This meeting is MANDATORY, only bidders who attended would be able to submit a bid.	I acknowledge and I understand
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (COS WTEF), located at 2900 S. Geiger Blvd, Spokane WA, 99224, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge and I understand
	#2	The COS WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dryer absorber before entering the fabric filter bag houses.	I acknowledge and I understand
	#3	Each of the two boiler units has its own dedicated fabric filter bag house. Each bag house is comprised of six modules equipped with a total of 1,710 fabric filter bags. Boiler Unit 1's dedicated fabric filter bag house had a complete bag change out in May 2021, requiring 1710 fabric filter bags to be changed out. Boiler Unit 2's dedicated fabric filter bag house had a complete bag change out in May 2022, requiring 1710 fabric filter bags to be changed out. Each fabric filter bag house is changed out approximately every 4 to 5 years.	I acknowledge and I understand

#4	Resulting Contract will be for a period of October 15, 2026 and end on June 30, 2028. Awarded Contactor would perform Boiler Unit 2's dedicated fabric filter bag house change out during the October-November 2026 Maintenance Related Outage Season. Awarded Contractor would perform Boiler Unit 1's dedicated fabric filter bag house change out during the May 2027 Maintenance Related Outage Season. The City reserves the right to change dates, so contract period is through June 30, 2028.	I agree and I acknowledge
#5	The COS WTEF is requesting bids from qualified contractor to perform Fabric Filter Bag Change Out Services, for Wheelabrator Air Pollution Control Modules: Size FA 1915TA, Model 156, Series 6P. The COS WTEF to provide replacement bags.	I agree and I acknowledge
GENERAL INFORMATION		
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has attended the mandatory pre-bid meeting visiting the site and familiarized itself with the local conditions under which the Work is to be performed, and acknowledges it has read the RFQ 6523-25 bid document and reviewed all attachments that are attached in the 'Documents' Tab, and understands the bid requirements.	I agree and I acknowledge
CONTRACTOR'S REPRESENTATION	The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the 'Documents' Tab	I agree and I acknowledge
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge
CONTRACT EXTENSTIONS	Contract extensions may be initiated by the City of Spokane, subject to mutual agreement.	I agree and I acknowledge
EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I agree and I acknowledge
GUARANTEE	The Contractor guarantees all work, labor and materials. If any unsatisfactory condition or defect develops, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I agree and I acknowledge
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.	I agree and I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I agree and I acknowledge

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) submitting this bid. If awarded contract, should contract actions not be managed by the same person, please explicitly specify all relevant contacts.	Jennifer Teel 509-276-2229 jteel@knightconst.com
CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) authorized to sign a contract.	David A. Knight, President 509-276-2229 dave@knightconst.com
CONTRACTOR CONTACT INFORMATION	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	KCS Cover Letter signed.pdf
PREVAILING WAGE REQUIREMENTS		
#1	The Services under this are subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of filing fees, prevailing wages, bid bond, payment "and" performance bonds, and sales tax implications in making their bids.	Acknowledged and Agreed
#2	Payment and Performance bonds are NOT required.	Acknowledged and Agreed
#3	Statutory retainage is NOT required.	Acknowledged and Agreed
#4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed
#5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, JULY 13, 2026.	Acknowledged and Agreed
#6	Prevailing Wages Multi-Year Contracts and Extensions: For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.	Acknowledged and Agreed

#7	Upon the anniversary date of the contract, labor rates must be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged and Agreed
#8	Statement of Intent: The Contractor will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
#9	Filing Fees: The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
#10	Public Works and Prevailing Wage Training. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement prior to time of bid submittal.	Acknowledged and Agreed
TECHNICAL REQUIREMENTS		
Performance	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation (mob/demob), supplies (to include Personal Protective Equipment (PPE)), supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described for Fabric Filter Bag Change Out Services for the COS WTEF. The COS WTEF to provide new fabric filter bags.	I agree and I acknowledge

Scope of Work #1	WORKMANSHIP: This scope is intended to provide clarification and it is not intended to be a complete listing of the contractor's responsibilities as it pertains to Fabric Filter Bag Change Out Services, nor is it to define in detail the method of performing Services. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis. Any work that, in the opinion of the City of Spokane, is not in accordance with the best prevailing trade practice may be rejected without recourse.	I agree and I acknowledge
Scope of Work #2	Contractor must adhere to the City's outage schedule.	I agree and I acknowledge
Scope of Work #2.1	Contractor Completion Time: Boiler Unit 2's dedicated fabric filter bag house. The bidder agrees to perform the work during the October-November 2026 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and coordinate with awarded Contractor should date need to be changed.	I agree and I acknowledge
Scope of Work #2.2	Contractor Completion Time: Boiler Unit 1's dedicated fabric filter bag house. The bidder agrees to perform the work consistent during the May 2027 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed.	I agree and I acknowledge
Scope of Work #3	Scope of Work Tasks: Acknowledge that you have read and understand Scope of Work Tasks.	I agree and I acknowledge
Scope of Work #3.1	If you took exception to Scope of Work Tasks requirements as stated in RFQ 6523-26, explain in detail.	None
Scope of Work #4	Acknowledge that you have read and understand the following Liquidated Damages paragraph: 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 TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.	I agree and I acknowledge
Scope of Work #4.1	If you took exception to Liquidated Damages explain in detail.	None
EXCEPTIONS	If you took exceptions to any of the above requirements, that were not previously addressed above, explain in detail.	None
BID		

#1	Bidder Must Download the 'Bid Proposal' Pages 11 - 13 of the RFQ 6523-26 bid document in the 'Documents' tab, complete, and upload the completed document here.	2. KCS Bid Proposal Pages 11-13 signed.pdf
#1.1	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	Acknowledged and Understood
#2	BID SECURITY (Bid Bond). The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the resulting contract is signed and returned with the approved evidence of insurance, the other bid security will be released. If the bidder is awarded the contract and fails to enter into a contract and/or fails to furnish payment and performance bonds, and the approved evidence of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.	Acknowledged and Understood
#2.1	BID SECURITY (Bid Bond). Please upload your bid bond here using blank form Page 14 of the RFQ 6523-26 bid document in the 'Documents' tab.	KCS Signed Bid Bond.pdf
#4	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	I agree and I acknowledge
#5	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1,2
CONTRACTOR RESPONSIBILITY		
1	Washington State Contractor's Registration No.	KNIGHCS281ON
2	Washington Unified Business Identifier (UBI) number	600 074 664
3	Contractor's Washington Employment Security Department Number	357105-00-6
4	Contractor's Washington Excise Tax Registration Number	600 074 664
5	Contractor's City of Spokane Business Registration Number	T12001102BUS
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I don't agree and I don't acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I don't agree and I don't acknowledge
#1	EXCEPTIONS TO TERMS AND CONDITIONS: If you took exception above, upload here.	Please see # 4 Uploaded Exceptions to Terms and Conditions.

#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	KCS RFQ Bid Submitted By.pdf
#2	If you have additional information/documents to submit, upload them here.	Addendum 1 signed.pdf
#3	If you have additional information/documents to submit, upload them here.	Addendum 2 signed.pdf
#4	If you have additional information/documents to submit, upload them here.	Exceptions to Terms and Conditions RFQ 6523-26.pdf
#5	If you have additional information/documents to submit, upload them here.	

Addendum 2
June 11, 2026

RFQ 6523-26

Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 2 changes the Insurance Requirements as noted below:

Insurance Requirements Are Changed To:

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

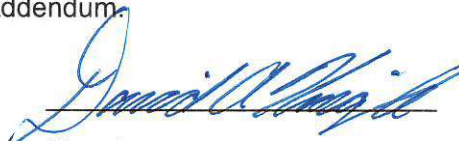
C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles as applicable. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc

Company


Signature

Addendum 1
May 7, 2026

RFQ 6523-26

Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM SHOULD BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

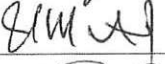
Addendum 1 provides a copy of the sign-in sheet for the 5/7/2026 Mandatory Pre-Bid Meeting.

No questions were asked during the meeting.

No walk through was conducted. Knight Construction, was the only Contractor who attended the Mandatory Site Visit, and advised that it did not need to conduct a walk through, having performed changed out services in the past.

Clarification Deadline of 9AM, 6/15/2026, to submit questions via ProcureWare was emphasized.

Copy of Sign-in Sheet

RFQ 6523-26, Fabric Filter Bag Change Out Services – Prevailing Wages – Unit Price			
MANDATORY pre-bid meeting conference and walk through, THURSDAY, MAY 7, 2026, at 10:30am. Location: Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. Boilers are down at this time for maintenance. This meeting is MANDATORY only bidders who attend would be able to submit a bid.			
Company Name	Individual's Printed Name	Signature	Email address
Knight Const	Jesse Ingoham		Jessei@KnightConst.com
C.O.S.	JOE WHITEMAN		jwhiteman@spokanecity.org
COS	Gray Lafrenz		glafrenz@spokanecity.org
CITY OF SPOKANE	Rick Rinderle		RRinderle@SPOKANECity.org

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum

Knight Const. & Supply, Inc.

Company


Signature

ATTACHMENT 1

TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

7. INTERLOCAL PURCHASE AGREEMENTS

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.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

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 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 Firm 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 Firm.

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

15. 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.

16. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

17. 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.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY caused by

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE Per Amendment 2

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

Request for Quote

RFQ NUMBER: 6523-26 TITLE: Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department MANDATORY PRE-BID CONFERENCE: THURSDAY, May, 07, 2026, at 10:30AM. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. <u>This meeting is MANDATORY only bidders who attended would be able to submit a bid.</u> QUESTION DEADLINE: Monday, June 15, 2026, at 9:00AM.	BID DUE DATE: Monday, JULY 13, 2026. TIME: 9:00AM Bid Submittal: All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the bid due date and time.
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BID SUBMITTED BY:

COMPANY Knight Const. & Supply, Inc.

MAILING ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHYSICAL ADDRESS 2601 E 6th St.
Deer Park, WA 99006

PHONE NUMBER (509) 276-2229

E-MAIL ADDRESS dave@knightconst.com

Rick Rinderle

Rick Rinderle
Purchasing

These Next Three Pages (Pages #11- 13) Comprising Bid Proposal Must Be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Response Tab, Bid Section Question Number #1.

BID PROPOSAL.

PROJECT: RFQ 6523-26, Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price

SALE TAX. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.

EVALUATION: As a cost comparison for this bid, we are using the Bidder's all-inclusive, firm-fixed price, to perform Fabric Bag Change Out for October-November 2026 Maintenance Outage Season, and the May 2027 Maintenance Outage Season. The City reserves the right to change dates, so the period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about October 15, 2026 and to end on June 30, 2028.

The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed.

CONTRACT COMPLETION TIME. The bidder must adhere to the City's outage schedule.

Boiler Unit 2's dedicated Fabric Filter Bag Change Out. The bidder agrees to perform the work during the October-November 2026 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and coordinate with awarded Contractor should date need to be changed.

Boiler Unit 1's dedicated Fabric Filter Bag Change Out. The bidder agrees to perform the work during the May 2027 Maintenance Outage Season at the COS WTEF. The exact dates and times to be provided later to the successful bidder, and may be adjusted by +/- 2 days as the outage timeline shifts. The boiler will be down 7 - 10 days. There is a possibility that this work will need to be completed on a Saturday or Sunday. The City reserves the right to change this date and will coordinate with awarded Contractor should date need to be changed

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 Ten Thousand Dollars (\$10,000) per working day until the work is satisfactorily completed.

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 all inclusive, firm-fixed price(s) listed in this bid proposal is tendered as an offer to do all work, furnish all labor, materials, tools, construction equipment, transportation (mob/demob), supplies (to include Personal Protective Equipment (PPE)), supervision, permits, organization and other items of work and cost required for the proper execution and completion of the work described for Fabric Filter Bag Change Out Services for the COS WTEF in strict accordance with the contract documents. The bidder proposes to do the services at the following unit prices:

October 15, 2026 Through October 14, 2027

Prices shall be firm throughout the first year of the contract period, 10/15/26 through 10/14//2027. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months

Unit 2's Fabric Filter Bag Change Out October-November 2026.

Bidder's all-inclusive, firm-fixed price: \$ 150,976.00

SALES TAX (9.1%) \$ 13,738.82

TOTAL PRICE: \$ 164,714.82

Unit 1, Fabric Filter Bag Change Out May 2027.

Bidder's all-inclusive, firm-fixed price: \$ 144,920.00

SALES TAX (9.1%) \$ 13,187.72

TOTAL BASE PRICE: \$ 158,107.72

Bidder's Overall Extended Total: \$ 322,822.54

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2 and agrees that their requirements have been included in this bid proposal.

BIDDER RESPONSIBILITY.

Washington State Contractor's License Number KNIGHCS281ON

Washington Unified Business Identifier (UBI) number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS

(The successful bidder 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.

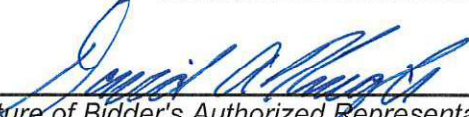
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid

solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Name of Bidder: Knight Const. & Supply, Inc. (KCS)



Signature of Bidder's Authorized Representative

Printed Name David A. Knight

Title President

Email Address and Phone Number dave@knightconst.com; 509-276-2229



GENERAL CONTRACTORS
BUILDING SUPPLIES
Phone (509) 276-2229
Fax (509) 276-6055
2601 E 6TH STREET
DEER PARK, WA 99006

July 13, 2026

City of Spokane
Purchasing Center
915 N. Nelson Street
Spokane, WA 99202

**Re: City of Spokane, Waste to Energy Facility – Fabric Filter Bag Change Out Services –
Prevailing Wages – Unit Price, RFQ Number 6532-26**

Knight Const. & Supply, Inc. (KCS) is pleased to submit its qualifications for City of Spokane Waste to Energy Facility (WTEF) Fabric Filter Bag Change Out Services project (RFQ No. 6532-26). Our extensive experience at the facility, combined with our proven performance on previous bag change-out projects, positions KCS to successfully execute the work safely, efficiently, and on schedule.

KCS previously performed these services under Contract PW ITB 5251-20, awarded by the City of Spokane in 2021. Our team successfully completed the Boiler 1 bag change out in May 2021 and the Boiler 2 bag change out in May 2022. Both projects were completed without incident, met all project requirements, and were delivered on time. Our direct experience provides our team with valuable familiarity with the facility, equipment, access requirements, and operational considerations associated with this work.

In addition to our direct WTEF experience, KCS brings more than 30 years of mechanical repair and maintenance experience in industrial plants, paper mills, and other WTEFs throughout the Inland Northwest. Many of our project managers and skilled craftsmen have worked regularly at the Spokane WTEF over the past 20 years, providing a comprehensive understanding of the facility, its systems, and operational requirements.

KCS takes pride in delivering high-quality workmanship and completing projects on time. Our commitment to these principles has resulted in a long history of successful project delivery and lasting relationships with our clients. Our performance and reliability can be readily verified by current and past WTEF management personnel.

If awarded this contract, Jesse Ingraham, who served as Project Manager for the previous Spokane WTEF bag change out projects, would once again lead the proposed project and be supported by the same experienced team of skilled craftsmen who successfully completed the prior work. The continuity of leadership and workforce provides significant value to the City of Spokane by reducing learning curves, enhancing efficiency, and ensuring the safe execution of the work.

In addition to our field leadership and craft workforce, your project would be supported by a full array of administrative staff to oversee accounting, construction management, and operational controls. The following personnel would serve as key points of contact throughout the proposed project:

David A. Knight, President Office: (509) 276-2229 dave@knightconst.com	Ryan Reed, Field Operations Manager Office: (509) 276-2229 ryan@knightconst.com	LeeAnn Easter, Contract Administrator Office: (509) 276-2229 leaster@knightconst.com	Jesse Ingraham, Project Manager Office: (509) 276-2229 jessei@knightconst.com
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Thank you for your consideration of Knight Const. & Supply, Inc. We appreciate the opportunity to submit our qualifications for the proposed project and look forward to continuing our successful partnership with the City of Spokane. Should you require additional information or clarification regarding our proposal, please do not hesitate to contact me.

Sincerely,

Knight Const. & Supply, Inc.



David A. Knight,
President

BID BOND

We, Knight Const. & Supply, Inc as Principal, and Western Surety Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

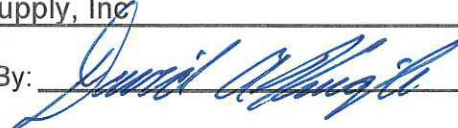
THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Fabric Filter Bag Change Out Services - Prevailing Wages -Unit Price

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on July 6, 2026

AS PRINCIPAL Knight Const. & Supply, Inc

By: 

Title: President

A valid POWER OF ATTORNEY must accompany this bond.

Western Surety Company
AS SURETY

By: 

Attorney in Fact Jennifer Martinez Ibarra



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jennifer Martinez Ibarra , Individually

of Spokane, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Knight Const. & Supply, Inc.

Obligee: City of Spokane

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY



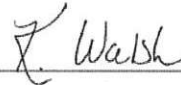
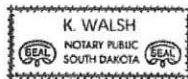
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of July, 2026.



WESTERN SURETY COMPANY



Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



KNIGCON-01

LKORESKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2026

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 Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Cara Longinotti	FAX (A/C, No):
	PHONE (A/C, No, Ext): (509) 363-4042	
	E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Knight Const. & Supply, Inc. 2601 E 6th St Deer Park, WA 99006	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : Evanston Insurance Company	35378
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ENP 0587046	8/19/2026	8/19/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							WA STOP GAP \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ENP 0586986	8/19/2026	8/19/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Pollution/Prof Liab.			MMAENV005123	8/19/2025	8/19/2027	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 6523-26 WTEF Fabric Filter Bag Change Out Services

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

Certificate Disclaimer

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

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

Thank you,

Marsh McLennan Agency Northwest

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Certificate Verbiage Statutes by State

1. Montana
 - a. MCA 33-2-1403
 - b. [MT State Statute - Certificates of Insurance](#)

2. Washington:
 - a. WAC 284-30-355
 - b. [WA State Statute - Certificate of Insurance](#)

3. Oregon:
 - a. ORS 742.003
 - b. [OR State Statute - Certificates of Insurance](#)

4. Idaho:
 - a. 41-1850
 - b. [ID State Statute - Certificates of Insurance](#)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY
COVERAGE**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1)** If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a.** Handling payroll deductions; or
 - b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 2.** "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
- 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
 - 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by you with permission of the owner;
 - b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c. In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance**, **5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:
- 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2)** Any express warranty unauthorized by you;
- 3)** Any physical or chemical change in the product made intentionally by the vendor;
- 4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7)** Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- a) The exceptions contained in Paragraphs (c)(i)4 or 6 of this endorsement; or
- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j**. Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1. of Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

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

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.** The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j. Damage To Property, Paragraph (2)** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

ANY JOB SITE

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

- b.** The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
- (1)** The actual cash value of the damaged or stolen property as of the time of the "accident";
 - (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3)** \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2)** Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or
- (3)** An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

- 1.** Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- 2.** Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a.** Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b.** Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c.** Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d.** Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- 3.** Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1.** Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
- 2.** Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1.** The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:
 3. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

SCHEDULE

Name and mailing address of person(s) or organization(s):

BLANKET WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



EVANSTON INSURANCE COMPANY

ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM

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.

THE PROFESSIONAL LIABILITY INSURING AGREEMENT, PROFESSIONAL LIABILITY RECTIFICATION EXPENSE INSURING AGREEMENT, AND DISCIPLINARY PROCEEDING LEGAL EXPENSE REIMBURSEMENT COVERAGE EXTENSION PROVIDE CLAIMS-MADE AND REPORTED COVERAGE AND REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION V - EXTENDED REPORTING PERIOD.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS WILL BE APPLIED AGAINST THE APPLICABLE SELF-INSURED RETENTION. ANY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE.

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

Although various Insuring Agreements may be referenced in this policy, an Insuring Agreement is included within this policy only if that Insuring Agreement is designated as purchased by an "X" in the Declarations.

1. The following Insuring Agreements apply only if 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 (Including Mold And Legionella)

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 as "pollution loss" caused by a "pollution condition" to which this insurance applies, provided:

- (1) The "pollution condition" arises out of "your work"; and
- (2) The "bodily injury" or "property damage" occurs, or "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage", or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella 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 as "pollution loss" resulting from 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 "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any federal, state, provincial, or local law.

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 as "pollution loss" resulting from a "pollution condition" at, on, or under a "non-owned disposal site"; provided:

- (1) Such "pollution condition" originates at a "non-owned disposal site";
- (2) The "pollution condition" arises from waste or material generated by "your work"; and
- (3) The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

d. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants 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 as "pollution loss" resulting from a sudden and accidental "pollution condition":

- (1) At, on, or under a Designated Location shown in the Declarations; or
- (2) Originating at and migrating from a Designated Location shown in the Declarations;

provided:

- (a) The "pollution condition" is the result of an unforeseen, unplanned, or unexpected event or circumstance;
- (b) The "pollution condition" commences during the policy period;
- (c) The "pollution condition" is first discovered by any insured no later than 7 days after it commences;
- (d) The insured reports the commencement of the "pollution condition" to us in writing no later than 21 days following its discovery by any insured; and
- (e) The "claim" is first made during the policy period.

e. Crisis Management And Emergency Response Costs

We will indemnify you for:

- (1) "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
 - (a) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "pollution loss" covered under this policy;
 - (b) Commences during the policy period; and
 - (c) First becomes known to any "responsible insured" during the policy period and 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 even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the Self-Insured Retention.

- (2) "Emergency response costs" you incur in excess of the Pollution Liability Self-Insured Retention shown in the Declarations as a direct result of a "pollution condition" that occurs in the "coverage territory" and has resulted in a "pollution loss" covered under this policy.

2. The following Insuring Agreements apply only if 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 as "professional loss".
- (2) This insurance applies to "professional loss" only if:
- (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.

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 to rectify or mitigate an actual, negligent act, error, or omission that would otherwise lead to a "claim" covered under this policy, provided that:

- (1) The act, error, or omission giving rise to the "rectification expense" happens on or after the Professional Liability Rectification Expense Retroactive Date shown in the Declarations;
- (2) The insured must provide us notice of the act, error, or omission and any proposed corrective action in writing as soon as practicable but in any event during the policy period or the Extended Reporting Period, if applicable; and
- (3) All "rectification expenses" must be approved by us prior to being incurred by the insured.

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. Solely with respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella), **A.1.b.** Transportation Pollution Liability, and **A.1.C.** Non-owned Disposal Site Liability under Section I - Coverages, 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", "property damage", or "cleanup costs" which occur during the policy period and were not, prior to the policy period, known to have occurred by any "responsible insured", includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for "loss" because of the "bodily injury", "property damage", or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

"Loss" because of "bodily injury" includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Solely with respect to the Insuring Agreement **2.a. Professional Liability**, a "claim" by a person or organization seeking "loss" directly arising out of a "wrongful act" will be deemed to have been made at the earlier of when notice of such "claim" is received by any insured or by us.

All "claims" for "loss" arising out of the same, related, or continuous "wrongful act" will be considered a single "claim", and will be deemed to have been made and reported at the time the first of those "claims" is made against any insured.

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 reported to us and will be subject to all of the terms and conditions of this policy.

3. We will:

- a. Have the right to investigate any "claim"; and
 - b. Have the right and duty to defend the insured against any "suit";
- for "loss" to which this insurance applies.

However, we will have no duty to defend the insured against any "claim" seeking "loss" to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" or "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section **IV - Limits Of Insurance And Self-Insured Retention**; and
- (2) 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

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. 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.
- c. 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.
- d. 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.
- e. 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.

Amounts paid under this Loss Of Earnings And Expense Reimbursement Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the applicable Limits Of Insurance shown in the Declarations.

2. Suit Against Indemnitee

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 "loss" 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 "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;
- 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".

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.

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.

Amounts paid under this Suit Against Indemnity Supplementary Payment will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid under this Supplementary Payment will reduce the Limits Of Insurance shown in the Declarations.

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 shall 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 once we incur the Pre-Claim Investigation Expenses Limit shown in the Declarations, any further payment will be considered "claims expense" and will reduce the applicable Limits Of Insurance and be subject to the Self-Insured Retention provisions of this insurance.

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 the company.

No coverage for pre-claim investigation expenses is provided by this Policy except as provided by this Paragraph C.3. Pre-Claim Investigation Expenses of Section I - Coverages.

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 purchased by an "X" 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 will reimburse the Named Insured for all reasonable and necessary legal fees and legal expenses incurred in response to a "disciplinary proceeding" against the Named Insured first initiated during the policy period or the Extended Reporting Period, if applicable, provided:
 - (1) The "wrongful act" giving rise to the "disciplinary proceeding" happens during the policy period and on or after the Professional Liability Retroactive Date shown in the Declarations; and
 - (2) Prior to the effective date of the first date of continuous coverage for this Coverage Extension with us, no "responsible insured" knew that such "wrongful act" had occurred, or any fact, circumstance, situation, or incident which would lead a reasonable person in the insured's position to conclude that a "claim" was likely.
- b. The most we will reimburse the Named Insured under this Coverage Extension for legal fees or legal expenses as the result of any one "disciplinary proceeding" is the Each Disciplinary Proceeding Limit shown in the Declarations.

The most we will reimburse the Named Insured under this Coverage Extension for the sum of legal fees and legal expenses as the result of all "disciplinary proceeding" is the Aggregate Disciplinary Proceeding Limit shown in the Declarations.

The remaining legal 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 reimbursement will be made for the Named Insured's payment of any taxes; criminal or civil fines, penalties, or sanctions; registration or licensing fees; or any monetary judgment, award, or settlement of any kind.

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 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 or written request 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 per policy period for reasonable and necessary legal fees and expenses incurred for engaging the services of legal counsel we select to assist the insured in responding to such subpoena or request.

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 as a result of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability:

- 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 **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. Fines, Penalties, And Punitive Damages

Any punitive damages, exemplary damages, multiplied damages, fines, or penalties. However, this exclusion does not apply to punitive or exemplary damages where insurable by law.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated, or occupied by, or rented to you. However, this exclusion does not apply:

- a. If the real property or facility is operated or occupied by you for the purpose of performing "your work"; or
- b. To coverage provided under Insuring Agreements **A.1.d.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased on the Declarations.

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To coverage provided under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

5. 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, 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".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

7. 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.

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" to the extent coverage is provided under Section I - Coverages, Paragraph **A.** Insuring Agreements, **2.b.** Professional Liability Rectification Expense.

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, solely with respect to coverage provided under Insuring Agreement 1., this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement for a "claim" otherwise covered for "bodily injury", "property damage", or "cleanup costs".

9. Intentional Acts

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property; or
- b. 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; or
- (2) "Claim expenses" incurred until an allegation is determined through final and non-appealable adjudication.

10. Known Circumstances Or Conditions

"Loss" caused by, arising out of, or in any way involving:

- a. A "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period and was known to any "responsible insured" at any time before the beginning of the policy period;
- b. A fact, event, circumstance, or condition known by any "responsible insured" prior to the inception date of this policy where any "responsible insured" should have reasonably foreseen that such fact, event, circumstance, or condition could give rise to a "claim" under this policy; or
- c. The rendering of or failure to render "professional services" prior to the inception date of this policy, if any "responsible insured" knew or should have reasonably foreseen that such rendering of or failure to render "professional services" could give rise to a "claim" under this policy.

11. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by or operated by or on behalf of an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if

such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear facility" means:

- a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing, or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material", "special nuclear material", or "by-product material".

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

12. Other Enterprises

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations. However, this exclusion does not apply to any person or organization who has controlling interest over you with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy such premises.

13. Professional Services

"Loss" arising out of any "wrongful act". This exclusion applies even if the "claim" against any insured 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. A "claim" 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; or

- b. Coverage provided under Insuring Agreements **A.2.a.** Professional Liability or **A.2.b.** Professional Liability Rectification Expense, if shown as purchased in the Declarations.

14. Property Damage To Cargo

"Property damage" to "transported cargo".

15. 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.

16. 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", but 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, "unmanned aircraft", "auto", or watercraft.

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered by this policy;

- 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 which may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed; or

- c. Coverage provided under Insuring Agreement **A.1.b.** Transportation Pollution Liability, if shown as purchased in the Declarations.

17. 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.

18. Workers' Compensation And Similar Laws

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

19. Your Products

"Loss" arising out of "your product":

- a. 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; or

- b. Fabricated or installed by you, unless a "pollution condition" arises from the fabrication or installation of "your products" as part of "your work".

- B.** With respect to Insuring Agreement **A.2.**, Supplementary Coverages, and Coverage Extensions, this insurance does not apply to:

1. Breach Of Contract

"Claims" in any way involving an actual or alleged breach of contract, including, but not limited to, a breach of a written, express, oral, implied-in-law, or implied-in-fact contract.

2. 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.

3. 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.

4. Express Warranties

"Claims" arising out of any express warranties or guarantees.

5. 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.

6. Insurance Or Bonds

"Claims" arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond.

7. Intellectual Property Hazard

"Claims" in any way involving any "intellectual property hazard", or any non-disclosure, non-compete, or non-solicitation agreement.

8. Knowingly Wrongful Acts

"Claims" arising out of any dishonest, fraudulent, criminal, malicious, intentional, or illegal "wrongful act" or knowingly "wrongful act" of any "responsible insured".

9. Not Licensed As Required By Law

"Claims" arising out of any acts or services performed by any insured that is not licensed or certified to perform such acts or services if such licensing or certification is required by law.

10. Patents Or Trade Secrets

"Claims" arising out of any:

- a. Infringement or inducement of infringement of patent or trade secret or misappropriation of trade secrets or confidential or proprietary information relating to the Named Insured's business operations;
- b. Unfair competition based upon infringement of copyright, patent, trademark, service mark, trade name, or trade secret;

- c. The value of trade secrets, confidential processing methods, or other confidential or proprietary information;
or
- d. Any dispute related to ownership of any intellectual property.

11. Prior Claims

"Claims" first made against you prior to the inception of this coverage.

12. Prior Notice

"Claims" arising out of any fact, circumstance, or situation that has been the subject of any notice given prior to the policy period under any other policy of insurance or to any reinsurer, risk retention group or captive (or any other self-insurance plan or trust by whatsoever name), or insurance representative.

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" 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 spouse or "domestic partner" 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. A corporation or 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.

2. Any subsidiary company of yours and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

- a. You report all such entities to us within 180 days after you have acquired the organization; and
- b. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this policy.

However:

(1) Coverage is afforded only until the 180th day after you acquire the subsidiary or the end of the policy period, whichever is earlier; and

(2) Coverage does not apply to "loss" that first commences before you acquired the subsidiary.

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 organization you newly form, including any partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, 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 acquired or formed the organization.

However:

- (1) Coverage is afforded only until the 180th day after you form 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 the organization.

B. Solely with respect to coverage provided under Insuring Agreements **A.1.a.** through **A.1.e.** and Supplementary Payments, each of the following is also an insured:

1. Any person or organization who has controlling interest over you, but only with respect to their liability arising out of their financial control over you or premises they own, maintain, or control while you lease or occupy those premises.
2. Any:
 - a. Person or organization with whom the insured has agreed to provide additional insured status in a written contract or agreement executed prior to the "pollution loss", but only with respect to liability for "pollution loss" arising out of "your work"; and
 - 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.

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 "loss" and supplementary payments arising out of all "pollution conditions" and "wrongful acts" under all Insuring Agreements.
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 (Including Mold And Legionella) for the sum of all "pollution loss" and supplementary payments 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 the sum of all "pollution loss" and supplementary payments 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 the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".
 - 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 the sum of all "pollution loss" and supplementary payments arising out of any one "pollution condition".
 - e. The Each Crisis Management And Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs for the sum of all "crisis management costs " and "emergency response costs" arising out of any one "pollution condition".

- f. 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 arising out of any one "wrongful act".
- g. The Each Professional Liability Rectification Expense Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense for the sum of all "rectification expenses" arising out of any one "wrongful act". The remaining "rectification expenses" will be the sole responsibility of the Named Insured and do not reduce the Professional Liability Rectification Expense Self-Insured Retention shown in the Declarations.

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 excess of the Professional Liability Rectification Expense Self-Insured Retention, minus the amount we reimbursed the insured for "rectification expense" under Insuring Agreement **A.2.b.** Professional Liability Rectification Expense, subject to the General Aggregate Limit shown in the Declarations.

- 4. Amounts paid under Supplementary Payments **C.1.** Loss Of Earnings And Expense Reimbursement and **C.2.** Suit Against Indemnitee will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs 2. and 3. above.

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.

- 2. Regardless of whether or not there is any other insurance, whether or not collectible, 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 insurance. 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" which 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 sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. 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. More than one "claim" arising out of a single "pollution condition" or "wrongful act" will be treated as a single "claim". Such single "claim" will be deemed first made on the date on which the earliest "claim" arising out of such "pollution condition" or "wrongful act" is made or, with respect to written notice given to and accepted by us, on the date within the policy period on which such written notice of potential "claim" is first received by us.

SECTION V - EXTENDED REPORTING PERIOD

For the applicable claims-made coverages, 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 date shown in the Declarations; or
 - b. Does not apply to "professional services" coverage 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 injury from acts, errors, or omissions that occur before the end of the policy period but not before the applicable Retroactive Date shown in the Declarations, provided a "claim" for such injury is first made during the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be canceled.

C. 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".

D. An Optional Extended Reporting Period is available, subject to Paragraph E. below, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph C. 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.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- 1. The exposures insured;
- 2. Previous types and amounts of insurance;
- 3. Limits of insurance available under this policy for future payment of "professional loss"; and
- 4. Other related factors.

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.

E. 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. Any insured fails to repay any self-insured retention amount we have paid;
 3. Any insured has purchased any other insurance to replace the insurance provided under this endorsement; or
 4. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.
- F. The Extended Reporting Period will not reinstate or in any way increase the Limits Of Insurance shown in the Declarations.

SECTION VI - CONDITIONS

A. Assignment

This insurance may not be assigned without our prior consent, which consent will not be unreasonably withheld or delayed. Assignment of interest under this insurance will not bind us until our consent has been endorsed hereon.

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 you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium;
 - b. 90 days prior to cancellation if we cancel for material misrepresentation or material change in risk covered by this policy; or
 - c. 60 days prior to nonrenewal.
3. If we cancel this policy for a reason listed in Paragraph **b.(2)** above, we will provide written notice of cancellation to any person or organization who has been issued a certificate of insurance under this policy stating when, not less than 90 days from the date of such notice, cancellation will become effective, but only if:
 - a. Cancellation is for reasons other than nonpayment of premium or self-insured retention reimbursement;
 - b. You are required by written contract to provide the additional insured with such notice; and
 - c. You provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.
4. If notice is mailed, proof of mailing is sufficient proof of such notice.

D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations will act on behalf of all insureds for the receipt and acceptance of any endorsement issued by us to form a part of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to any agent or knowledge possessed 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 and conditions of this policy.

E. Choice Of Law

Unless otherwise expressly endorsed in this policy, the laws of New York, without giving effect to its conflicts of law principles, governs all matters arising out of or relating to this policy and all of the transactions it contemplates including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

F. Currency Provision

The limits of insurance, self-insured retention amount, and premiums shown in this policy are in United States currency. Any payments by us or you will be in United States currency.

G. 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; and
 - f. Details explaining how the insured first became aware of 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 record and notify us as soon as practicable in writing of the specifics of the "claim" and the date received; and
 - b. You and any other involved insured must:
 - (1) Send us copies as soon as practicable 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"; 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.
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 Or Emergency Response 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.

H. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
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 **a.** and **b.** of this condition apply not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

4. Paragraph **b.** 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.

I. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To 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 us, the insured, and the claimant or the claimant's legal representative.

J. No Duplication Of Coverage

Only one Insuring Agreement will apply to the same "pollution condition". In the event that more than one Insuring Agreement can apply to the same "pollution condition", then the only Insuring Agreement that will apply will be that Insuring Agreement under which we have accepted coverage or that Insuring Agreement that has been held to apply to such "pollution condition".

However, this condition does not apply to Insuring Agreement **A.1.e.** Crisis Management And Emergency Response Costs.

K. 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 **b.** 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 **c.** below.

2. Excess Insurance

a. This insurance is excess over:

- (1) Any other 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; or
- (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.

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.

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:

- a. Any other insurance available to any additional insured with whom you agree in a written contract or agreement to provide insurance on a primary and non-contributory basis;
- b. Any other insurance available 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. Other valid and collectible insurance available, with respect to a "claim" covered under Insuring Agreement **A.1.b. Transportation Pollution Liability.**

L. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period, we will compute earned premium for that period. All audit premiums are due and payable on notice to the first Named Insured.
3. 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.

M. Premiums

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 we pay.

N. Representations

By accepting this policy, you agree:

1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

O. Separation Of Insureds

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:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

P. 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.

However, we waive any right of recovery we may have against any person or organization with whom the insured has agreed in a written contract or agreement to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization. But this waiver does not apply to any person or organization specifically named in an endorsement attached to this policy which waives our rights of subrogation and recovery.

Q. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent except in the case of death of an individual Named Insured. 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.

R. Waiver Of Self-Insured Retention Upon Successful Mediation

The self-insured retention will be waived, up to a maximum of \$10,000, if:

1. A "claim" has not entered into litigation;
2. We and you mutually agree to "mediation" as a means to settle a "claim" made against the insured; and
3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will not seek reimbursement from you for any qualifying self-insured retention amount we pay prior to the "mediation".

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", 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 the insured's or our receipt of:
1. A written demand for "loss"; or
 2. The service of "suit" or institution of arbitration proceedings against the insured.

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, or response to any "pollutants":
1. To the extent required by 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 the insured; or
 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.

"Cleanup costs" includes "restoration costs".

- 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 of 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:

1. The United States of America and its territories or possessions; and
 2. International waters or airspace, but only if the "loss" occurs in the course of travel or transportation between any places included in Paragraph 1. above.
- I. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.
- J. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonably withheld.
- K. "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.
- You must take reasonable steps to minimize "crisis management costs".
- L. "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, at our sole discretion, 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 company's image or goodwill.
- M. "Disciplinary proceeding" means the insured's receipt of any proceeding by a United States of America domiciled regulatory body, disciplinary board, or governmental agency, any of which has the authority to investigate charges of professional misconduct in the performance of "professional services"; however, "disciplinary proceedings" will not include any criminal proceeding.
- N. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- O. "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 are incurred.
- P. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- Q. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- R. "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.
- S. "Insured contract" means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 2. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- T.** "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.
- U.** "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.
- V.** "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 a vehicle;
 - b. While it is in or on a vehicle; or
 - c. While it is being moved from a vehicle to the place where it is finally delivered.
- W.** "Loss" means "pollution loss" or "professional loss".
- X.** "Mediation" means the voluntary process in which an objective 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". "Mediation" does not include litigation, arbitration, or court mandated proceeding.
- Y.** "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.
- Z.** "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.
- AA.** "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":
1. Is not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
 2. Is 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. Is 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".

BB. "Pollutants" means any solid, liquid, gaseous, thermal, biological, or low-level radioactive substance, material, or matter, irritant, or contaminant, including, but not limited to, electromagnetic frequency, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed. With respect to Insuring Agreements **A.1.a.** Contractors Pollution Liability (Including Mold And Legionella) and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella pneumophila.

CC. "Pollution condition" means the discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants". With respect to Insuring Agreements **A.1.b.** Transportation Pollution Liability and **A.1.e.** Crisis Management And Emergency Response Costs only, "pollution condition" includes "transportation pollution condition".

DD. "Pollution loss" means:

1. A monetary judgment, award, or settlement for "bodily injury" or "property damage"; or
2. "Cleanup costs".

EE. "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. Any cost required to repair, build, or modify property to comply with any award or order by a court, administrative order, arbitration award, or any similar judgment;
3. Taxes, fines, or penalties imposed by law;
4. Sanctions;
5. Matters which are uninsurable under the law pursuant to which this policy will be construed;
6. The return, restitution, disgorgement, or off-set 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".

FF. "Professional services" means those functions as disclosed on the application or which are specifically shown in an endorsement to this policy 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.

GG. "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".

HH. "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.

II. "Responsible insured" means:

1. You, your "executive officer", director, partner, member, or manager;
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; or

3. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this policy.

JJ. "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 exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements, betterments, ordinance, or law.

KK. "Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:

1. An arbitration proceeding in which such "loss" is 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 "loss" is claimed and to which the insured submits with our consent.

"Suit" does not include any "disciplinary proceeding".

LL. "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a premises owned or occupied by, or rented or leased to, any insured.

MM. "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".

"Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.

NN. "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.

OO. "Wrongful act" means any actual or alleged 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".

PP. "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.

QQ. "Your work":

1. Means:

(a) Contracting work or contracting 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; and

(c) The "completed operations" of "your work".



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 5, 2026

WA UBI No.	600 074 664
L&I Account ID	271,413-00
Legal Business Name	KNIGHT CONST & SUPPLY INC
Doing Business As	KNIGHT CONST & SUPPLY INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2026 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	KNIGHCS281ON
License Expiration	08/22/2028

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](#)).

< Business Lookup

License Information:

New searchBack to results

Entity name:KNIGHT CONST. & SUPPLY, INC.

Business name:KNIGHT CONST. & SUPPLY, INC.

Entity type:Profit Corporation

UBI #:600-074-664

Business ID:001

Location ID:0001

Location:Active

Location address:2601 E 6TH ST
DEER PARK WA 99006-5381

Mailing address:2601 E 6TH ST
DEER PARK WA 99006-5381

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
Deer Park General Business				Active	Jul-31-2027	Sep-21-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2027	Mar-10-2026
Minor Work Permit				Active	Jul-31-2027	Jul-21-1995
Spokane General Business - Non-Resident	T12001102BUS			Active	Jul-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2027	Nov-28-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KNIGHT, DAVID	
KNIGHT, DOUGLAS J	

The Business Lookup information is updated nightly. Search date and time: 7/15/2026 9:24:22 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Council Meeting Date: 09/23/2026

<u>Date Rec'd</u>		8/18/2026	
		<u>Clerk's File #</u>	
		OPR 2026-0783	
		<u>Cross Ref #</u>	
EO 2026-0004		<u>Project #</u>	
<u>Submitting Dept</u>		SOLID WASTE DISPOSAL	
<u>Contact Name/Phone</u>		TRACE 625-6524	
<u>Contact E-Mail</u>		TBRADBURN@SPOKANECITY.ORG	
<u>Agenda Item Type</u>		Contract Item	
<u>Council Sponsor(s)</u>		KKLITZKE	
<u>Sponsoring at Administrators Request</u>		NO	
<u>Lease?</u> NO		<u>Grant Related?</u> NO	
		<u>Public Works?</u> YES	
<u>Agenda Item Name</u>		CONTRACT FOR EMERGENCY LANDFILL EROSION STABILIZATION AND	

Agenda Wording

Contract award to SSEC APEX, Inc. (Hauser, ID) for emergency reseeding and erosion control due to wildfire damage at the City's Northside Landfill from 8/21/2026 - 6/30/2027 and a total cost not to exceed 1,331,000.00, plus tax.

Summary (Background)

This contract is exempt from competitive solicitation via emergency declaration EO 2026-0004. The City's Northside landfill had approximately 70-75% of the sites vegetative cover destroyed by wildfire. Emergency erosion stabilization and reseeding services are needed to ensure the landfill's cover is not further damaged or creating runoff and possible environmental concerns.

What impacts would the proposal have on historically excluded communities?

The proposal is expected to have a neutral-to-positive impact on historically excluded communities. Work will occur within the existing Northside Landfill footprint and will not displace residents, restrict access to public services, impose new customer fees, or change service eligibility. Restoring vegetation will reduce exposed soil, erosion, fugitive dust, stormwater runoff, and infiltration risks, benefiting nearby residents, landfill employees, customers, and people who may be especially vulnerable to poor air quality or environmental hazards. Temporary construction impacts, including dust, noise, and truck traffic, will be managed through

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 proposal restores existing landfill infrastructure and does not provide benefits or services based on individual eligibility, the City will not collect personal demographic information solely for this project. The City will track the location and nature of complaints, dust or odor observations, stormwater concerns, service disruptions, and reported health or safety impacts. If off-site impacts are identified, the City may compare their geographic distribution with publicly available, aggregated Census or American Community Survey information to determine whether racial, ethnic, income, disability, or other historically disadvantaged

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

The City will establish baseline conditions through photographs and preconstruction inspections. During the project, staff will document acres treated, seed and erosion-control materials applied, installation dates, weather conditions, contractor progress, and costs. Follow-up inspections will evaluate vegetation establishment, percentage of ground cover, bare areas, erosion, sediment movement, fugitive dust, stormwater conditions, and areas requiring reseeding or repair. Inspections will occur during establishment, following significant precipitation or snowmelt, and during the next growing season. If vegetation or erosion-

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 Comprehensive Plan goals related to public health, environmental protection, reliable public services, and responsible stewardship of public facilities. It aligns with the Sustainability Action Plan by restoring protective vegetation, reducing erosion and fugitive dust, limiting stormwater infiltration, and improving the landfill's resilience to extreme weather and wildfire impacts. The work supports the City's capital and asset-management objectives by restoring an existing permitted public facility and protecting prior public investment rather than expanding landfill capacity. It is also consistent with neighborhood and Council policies that emphasize minimizing off-site environmental impacts, maintaining safe essential services, and

Council Subcommittee Review

n/a

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 1,331,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This is an unanticipated emergency repair and maintenance expense for the City's Northside Landfill. Reserve funds will be utilized for the immediate repairs and submitted to FEMA for possible reimbursement.			
Amount		Budget Account	
Expense	\$ 1,331,000.00	# 4530-45300-53745-54212-54923	
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	
<u>Dept Head</u>	BRADBURN, TRACE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Andy Rewinkle, andy@ssecapex.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



CITY OF SPOKANE
PURCHASED SERVICE CONTRACT
Title: **RESEEDING NORTHSIDE LANDFILL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SSEC APEX, INC.**, whose address is 26469 West Highway 53, Hauser, Idaho 83854-4592, 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 Bid 54291-WTEF NSFL – Reseeding Northside Landfill Addendum No. 1, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

This contract was entered into pursuant to emergency contracting authority under SMC 07.06.180 and is subject to subsequent approval by the Spokane City Council. In the event that Council declines to ratify or approve this contract, this contract will automatically terminate without further action by either party, on the first business day following Council's decision. Termination will be subject to the termination clause of this contract.

2. TERM OF CONTRACT.

The term of this Contract begins on August 21, 2026, and shall run through June 30, 2027, unless amended by written agreement or terminated earlier under the provisions

3. TERMINATION.

Either party may terminate this Contract, with or without cause, by thirty (30) 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall not exceed **ONE MILLION THREE HUNDRED THIRTY-ONE THOUSAND AND NO/100 DOLLARS (\$1,331,000.00)**, plus applicable sales tax, in accordance with the Pricing contained in Exhibit B, unless modified by a written amendment to this Contract.

The Contractor will send its applications for payment to Solid Waste Disposal, Attn: Michelle Dorgan email: MDorgan@spokanecity.org. **Payment will be made via direct deposit/ACH**

within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. 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.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the 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.

7. 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.

8. INDEMNIFICATION.

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

9. **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. **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.
- 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 Contractor's services to be provided under this Agreement.
 - i. Acceptable supplementary Umbrella insurance coverage combined with Contractor'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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor 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 Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

10. **TAXES, FEES AND LICENSES.**

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. **CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not

believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, 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.

13. 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.

14. AUDIT.

The Contractor and its sub-contractor 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 sub-contractors 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.

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. STANDARD OF PERFORMANCE.

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

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Contractor. 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.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed

or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

SSEC APEX, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Bid 54291-WTEF NSFL – Reseeding Northside Landfill Addendum No. 1
Certification of Compliance with Wage Payment Statutes

Exhibit A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit B



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

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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

City

State

Date

Check One:

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

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

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

Addendum 1
August 12, 2026

Bid: 54921-WTEF NSFL
Reseeding Northside Landfill - Prevailing Wages – Unit Price

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

Addendum 1 hereby incorporates the following changes to bid and replaces initial Bid Form Pages 10-13.

PERIOD OF PERFORMANCE.

The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 21 and to end approximately on June 30, 2027. The period is to enable germination of ryegrass, of the seed formula mix into fall 2026, and enable germination of the other seed mix grasses from the onset of Spring 2027 through June 30, 2027.

STAGING AREA.

City would provide Contractor staging area for equipment, materials and operations. The City does not assume any liability for any Contractor equipment placed in staging area. Contractor is required to advance coordinate setup of staging area, prior to any staging.

CONTRACT AWARD AND PRICING.

Contractor shall receive a unit price contract for a not-to-exceed amount. The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit pricing.

QUANTITIES. Quantities when used are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only. Quantities shall be bid on a more or less basis. Actual usage may be more or less.

PAYMENT. Payment would only be made for actual quantities incurred, be it more or less, per actual services performed and accepted as per contract rates.

INVOICING (Water / Fire Hydrant Use and Related Cage/Metering).

Related Invoices Contractor received from the City, shall be invoiced by Contractor at cost, no Contractor markup percentage will be allowed when Contractor is invoicing. Contractor shall submit copies of City invoices that Contractor is invoicing for when Contractor submits invoice(s).

INVOICING. (Hydrant Use Permit) Contractor shall be reimbursed at cost for any hydrant-related use permit required, if Contractor would be required to obtain. Contractor shall submit copy of permit invoice when Contractor submits invoice. No Contractor markup percentage will be allowed when Contractor is invoicing.

OPTIONS. When Options are listed on Pricing Page, the City reserves the right to choose between quoted options, or to use of combination of options, during the performance of the awarded Contract.

MARKUP PERCENT. Bidder shall enter its Markup Percentage for Materials and Supplies required to perform requested maintenance related services required as a result of Act(s) of Nature. Percentage Markup would “NOT” apply to any materials and supplies that are listed on pricing pages that already has a provide-and-apply unit pricing established, as payment would be made per contract rates. Labor Cost would be paid as Contractors Standard Prevailing Rate, per contract rates. Markup Percentage shall remain unchanged for the life of the Contract.

SPECIFICATIONS. Bidders shall provide the Specifications, Mix Formulas, Composition and Percentages, Coverage Requirements, Application Requirements, and Estimated Quantities to be applied, for each item type that is Bidding. Regarding Erosion Control Products, Bidder shall also provide copies of Technical Data Technical Sheets for erosion product option that Bidder is bidding (**Turf Reinforcement Mat (TRM), Bonded Fiber Matrix and Erosion Control Matting.**)

PRICING. Bidder acknowledges its unit pricing includes ALL expenses with regard to Services. No other costs will be allowed later, if not listed.

SALES TAX. The City will apply applicable tax to Bidder’s response when tabulating bids. Bidder acknowledges the City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax.

BIDDER’S DECLARATION. The undersigned bidder certifies that it has 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 it has acknowledged all bid requirements, terms & conditions 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 services at the following unit prices:

Contractor To Define Guarantee that would be provided through the life resulting contract, implied 6/30/2027.	SSEC Apex defines “Guarantee” as the establishment and germination of the seed applied through the hydro-mulching process, subject to suitable environmental and site conditions. SSEC Apex cannot be held responsible for seed germination, establishment, or subsequent growth that is adversely affected by irregular weather conditions, drought, insufficient moisture, extreme temperatures, or other environmental conditions beyond SSEC Apex’s control that result in seed remaining dormant, drying out, or dying. The Annual Ryegrass is expected to germinate and provide initial vegetative growth following application when adequate moisture and environmental conditions are present. However, full establishment and coverage of the seeded areas may not be evident until the April through June 2027 growing season. The native seed species may require an extended period to germinate and establish. Native species can remain dormant until appropriate environmental conditions occur and are expected to develop and demonstrate more significant growth during the 2028 growing season. The timing and extent of germination and establishment will be dependent upon precipitation, soil moisture, temperature, seasonal conditions, and other environmental factors. SSEC Apex’s guarantee is therefore limited to proper application of the specified seed mix and hydro-mulching materials in accordance with the project requirements and does not guarantee a specific level of vegetation coverage or growth by a specific date when environmental conditions are unfavorable.
Contractor To Define: Seed Mix Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	The seed will be delivered in 60-pound bags, with each bag containing the seed mix required for one acre of application. Seeding will be applied using 4,000-gallon and 5,000-gallon hydroseeding machines. These machines will spray accessible areas from the access road surrounding the site. A 4,000-gallon machine can apply approximately one acre per load, while a 5,000-gallon machine can apply approximately 1.25 acres per load. Once the perimeters and accessible areas have been established through application from the access roads, a 4,000-gallon hydroseeder will be used to transfer slurry to a 1,700-gallon wide-tracked, low-ground-pressure vehicle, referred to as a Moroka Hydroseeder. This equipment will be used to apply seed to areas that cannot be accessed directly from the surrounding access roads. The seed will be incorporated into the hydroseeding slurry consisting of mulch, fertilizer, lime, and tackifier. The seed mix will be applied at a rate of 60 pounds per acre, in accordance with the project specifications. Seed Mix – 60 lbs/acre • Creeping Red Fescue — 9 lbs/acre (15%) • Hard Fescue — 12 lbs/acre (20%) • Canada Bluegrass — 9 lbs/acre (15%) • Annual Ryegrass — 18 lbs/acre (30%) • Sheep Fescue — 12 lbs/acre (20%) Total: 60 lbs/acre (100%)

Contractor To Define: Mulch Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	The wood cellulose mulch will be delivered in 50-pound bags, packaged on pallets containing 2,250 pounds of material per pallet. The mulch will be applied using 4,000-gallon and 5,000-gallon hydroseeding machines. These machines will spray all accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately 1 acre per load, while a 5,000-gallon machine can apply approximately 1.25 acres per load. Once the perimeters of the access roads and the areas accessible from the roads have been established through the initial hydroseeding application, a 4,000-gallon machine will be used to transfer slurry to a 1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder. This equipment will be used to apply the mulch slurry to areas that cannot be accessed directly from the surrounding access roads. The wood cellulose mulch will be incorporated into a slurry mixture containing the specified seed, fertilizer, lime, and tackifier. The slurry will then be applied uniformly to the designated areas in accordance with the project specifications. Application Rates • General areas: Wood cellulose mulch applied at 2,000 pounds per acre, equivalent to 40 bags per acre. • Downslopes of drain ditches: Wood cellulose mulch applied at 2,500 pounds per acre, equivalent to 50 bags per acre. The increased application rate on drain-ditch downslopes will provide additional mulch coverage in these areas in accordance with the project specifications.
Contractor To Define: Fertilizer Mix Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Fertilizer will arrive in 200# pallets consisting of 50lbs each Fertilizer will be applied using 4,000-gallon and 5,000-gallon hydroseeding machines. These machines will spray all accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately 1 acre per load, while a 5,000-gallon machine can apply approximately 1.25 acres per load. Once the perimeters of the access roads and the areas accessible from the roads have been established through the initial application, a 4,000-gallon machine will be used to transfer slurry to a 1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder. The Moroka Hydroseeder will be used to apply fertilizer to areas that cannot be accessed directly from the surrounding access roads. Fertilizer Application Rate Fertilizer will be applied at a total rate of 650 pounds per acre, with the specified nutrient analysis of: • 20% Nitrogen (N) • 10% Phosphoric Acid (P₂O₅) • 10% Potash (K₂O) To achieve the specified macronutrient application, fertilizer products will be mixed on site prior to incorporation into the hydroseeding slurry. The fertilizer blend will consist of: • 408.4 pounds per acre of 16-16-16 • 142 pounds per acre of 46-0-0 (Urea) The blended fertilizer will be incorporated into the hydroseeding slurry and applied uniformly to the designated areas in conjunction with the specified seed, wood cellulose mulch, lime, and tackifier. All fertilizer application rates and mixing procedures will be performed in accordance with the project specifications and the requirements for the specified nutrient application

Contractor To Define: Lime Formula, Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Lime will be delivered in 2,000-pound tote bags and 50-pound bags packaged on 2,000-pound pallets. Each 2,000-pound tote will be loaded using an off-road forklift and emptied directly into the hydroseeder tank. Any remaining quantity required to meet the specified application rate will be added using the 50-pound bags. Lime application will be performed using 4,000-gallon and 5,000-gallon hydroseeding machines. These machines will apply the lime slurry to accessible areas from the access roads surrounding the site. A 4,000-gallon machine can apply approximately 1 acre per load, while a 5,000-gallon machine can apply approximately 1.25 acres per load. Once the perimeters and accessible areas have been established through application from the access roads, a 4,000-gallon hydroseeder will be used to transfer slurry to a 1,700-gallon wide-tracked, low-ground-pressure vehicle known as a Moroka Hydroseeder. The Moroka Hydroseeder will be used to apply lime to areas that cannot be accessed directly from the surrounding access roads. The lime will be added to slurry mix of wood cellulose, fertilizer, seed, and tackifier. Lime Application Rate Lime will be applied at the project-specified rate of: 2,150 pounds per acre Application will be measured and adjusted as necessary to achieve the specified 2,150-pound-per-acre rate across the designated treatment areas.
Contractor To Define: Tackifier Composition and Percentages, Coverage Requirements, Application Requirements, and Quantity to be applied per acre:	Triple Tac tackifier will be delivered to the site in 25-pound bags. The tackifier will be incorporated into the hydroseeding slurry mixture containing the specified seed, wood cellulose mulch, fertilizer, and lime. The tackifier functions as a bonding agent, helping bind the seed, mulch, fertilizer, and lime together and adhere the slurry to the soil surface. This helps reduce material movement and provides improved contact between the applied materials and the soil. Triple Tac tackifier will be applied in accordance with the manufacturer's recommendations, with a typical application rate of approximately: 25 pounds per acre The tackifier will be thoroughly incorporated into the slurry to provide uniform coverage throughout the designated application areas.

Contractor To Define: Erosion Control Matting specifications, and submit copy of Technical Data Sheet with bid.	Erosion control matting is a generic term used to describe various types of Rolled Erosion Control Products (RECPs). SSEC Apex is proposing the use of a Turf Reinforcement Mat (TRM) as the erosion control product for this project. The TRM will be installed within the designated swales. Two rolls of TRM will be centered within each swale and installed continuously along the swale alignment. The estimated total quantity of swale installation is approximately 18,000 linear feet +/-. The TRM will be installed in accordance with the manufacturer's recommendations, including proper anchoring, overlaps, and soil contact, to provide reinforcement of the swale and assist in controlling erosion and supporting vegetation establishment.
Contractor To Define: Bond Fiber Matrix specifications, and submit copy of Technical Data Sheet with bid.	BONDED FIBER MATRIX WILL NOT BE USED. During a site visit we concluded that BFM would not be needed due to the cost. Instead, an additional application of 500#/ac of wood cellulose mulch will be applied to those areas. This will keep costs down but will not extend the completion timeline.
Contractor shall state approximate gallons of Water that would be required to complete reseeding.	_____ 1,100,000 _____ Gallons

Reseeding Requirement	Estimated Quantities of Acres, more or less	All-Inclusive Price per Acre	Estimated Extended Total Cost	Estimated Number of Days to Complete
State all-inclusive single, firm-fixed price, to provide and apply slurry mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. All-inclusive Cost DOES NOT include water. <u>City will Monitor Water taking into Account NSLF meter will remain the source and not plan to adjust the usage to bill a hydrant cage.</u>	260 acres (1. Option A)	\$3970.63	\$1,032,363.80	26 Days
State all-inclusive single, firm-fixed price, to provide and apply slurry mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. All-inclusive Cost DOES NOT include water. <u>City Water Department would issue a hydrant-cage with built in meter to capture water usage. Not Taking into Account Water. (See 1. Option B.1 Below Regarding invoicing of Water)</u>	260 acres (1. Option B)	\$3970.63	\$1,032,363.80	26 Days
Contractor would be billed by City at the Purveyor Rate. With This Option Contractor would be responsible for Invoicing the City, submitting copy of City invoice, when invoicing.	(1. Option B.1)			TDB

	Estimated Quantities 200,000 sq ft, more or less	All-Inclusive Price per Sq Ft	Estimated Extended Total Cost	Estimated Number of Days to Complete
State all-inclusive single, firm-fixed price, to provide and apply Bonded Fiber Matrix single application. All-inclusive Cost DOES NOT include water. <u>City will Monitor Water taking into Account NSLF meter will remain the source and not plan to adjust the usage to bill a hydrant cage.</u>	200,000 sq ft (2. Option A)	\$ N/A	\$	
State all-inclusive single, firm-fixed price, to provide and apply Bonded Fiber Matrix single application. All-inclusive Cost DOES NOT include water. City Water Department would issue a hydrant-cage with built in meter to capture water usage. Note Including Water: All-inclusive Cost DOES NOT include water. <u>City Water Department would issue a hydrant-cage with built in meter to capture water usage. Not Taking into Account Water. (See 2. Option B.1 Below Regarding invoicing of Water)</u>	200,000 sq ft (2. Option B)	\$ N/A	\$	
Contractor would be billed by City at the Purveyor Rate. With This Option Contractor would be responsible for Invoicing the City, submitting copy of City invoice, when invoicing.	(2. Option B.1)			TDB

Erosion Control Matting	Estimated Quantities of Lineal Feet, more or less	All-Inclusive Price per Lineal Foot	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost To Provide and Apply Erosion Control Matting	18,000 LF	\$13.68	\$246,240.00	___13___ Days
Turf Reinforcement Mat (TRM)	Estimated Quantities of Square Feet, more or less	All-Inclusive Price per Square Foot	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost to Provide and Apply TRM on Downside of Berms, for an estimated quantity of 720,000 square feet or 16.5 acres.	720,000 sq ft	\$0.855	\$615,605.12	___33___ Days
All-inclusive Cost to Provide and Apply TRM within Swale Areas, for an estimated quantity of 288,000 square feet or 6.61 acres.	288,000 sq ft	\$0.855	\$246,240.00	___13___ Days
Mulch Additional Requirement For Downside of Berms	Estimated Quantities of 500 pounds <u>PER ACRE</u> , more or less	All-Inclusive Price per <u>ACRE</u>	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost to Provide and Apply additional Mulch requirements for downside of berms.	500 pounds <u>PER ACRE for a total of 16.5-acres</u>	\$912.00	\$15,048.00	___2___ Days
Contractor To Define What Constitutes "Straight Time":	Monday through Friday 7 to 3:30 pm.			

Maintenance Services: Contractor's Straight Time Hourly Rate (Taking into Account Prevailing Wage) pertaining to Act(s) of Nature.	\$64.42_____ hourly rate
Maintenance Services: Percentage Markup for Materials, Supplies, Rental Vehicles, shall be markup over Contractor's base cost to purchase/rent from their supplier. Markup will be based on the base subtotal of the item cost, no shipping / handling or sales tax charged to the Contractor to purchase the materials and supplies, rent vehicles will be added to the pre-markup amount. The City reserves the right, upon request, to obtain copies of all invoices incurred by Contractor during the life of the contract. Contractor's Percentage Markup to remain unchanged throughout the life of the contract period. Enter Percentage Markup:	_____25%

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder must adhere to the City's outage schedule.

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 Dollars (\$0.00) LARS** per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's License Number SSECAA1802CS

Washington Unified Business Identifier (UBI) number 604 539 818

Washington Employment Security Department Number 000-863460-00-1

Washington Excise Tax Registration Number 604 539 818

City of Spokane Business License Number 604 539 818-001

NON-COLLUSION.

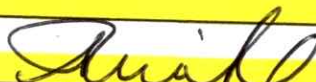
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free bidding in connection with the project for which this bid proposal is submitted.

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

The undersigned Bidder hereby certifies that as of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.

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

Name of Bidder: SSEC Apex Inc.


Signature of Bidder's Authorized Representative

Printed Name Andy Rewinkle

Title President

Email Address andy@ssecapex.com

Phone 208-816-3385

INVITATION TO BID

BID: 54921-WTEF NSLF (ADDENDUM 1 – 8/12/2026) TITLE: Reseeding Northside Landfill - Prevailing Wages – Unit Price BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department	BID DUE DATE: Friday, August 14, 2026. <u>TIME: 11:00 am</u> <u>Bid Submittal:</u> <u>Email Bid To RRINDERLE@SPOKANECITY.ORG</u>
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BID SUBMITTED BY:

COMPANY SSEC Apex Inc.

MAILING ADDRESS PO Box 279 Rathdrum ID 83858

PHYSICAL ADDRESS 26469 W Hwy 53 Hauser ID 83854

PHONE NUMBER 208-816-3385

E-MAIL ADDRESS andy@ssecapex.com

Rick Rinderle

Rick Rinderle
Purchasing

1. **BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents.

2. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer, warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

3. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing submitting. Any addenda issued by the City will be incorporated into the contract.

4. **BIDDER PREQUALIFICATION.**

Bidder must be licensed to do business in the State of Washington.

5. **PAYMENT. (Also Reference Addendum 1, for additional requirements)**

Award of contract, when made Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Payment will be made only for actual services requested, performed, and accepted.

6. **INVOICING. (Also Reference Addendum 1, for additional requirements)**

Invoices must be submitted TO Spokane Solid Waste Disposal within 30 days of performing services. • Invoices shall include type of services performed; and on site contact that approved services. •Invoices shall and approved Intent to Pay Prevailing Wage Number. •Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org.

7. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

A bidder will be deemed not responsible if the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with **chapter 18.27 RCW, which must have been in effect at**

the time of bid submittal;

- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Before award, the bidder under consideration for award must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder.
- F. Shall affirm and certify it will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- G. Shall affirm and certify that it will comply with the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC
- H. Shall affirm and, as of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before the time of bid submittal by either of the following:
 - Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
 - Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

8. REJECTION OF BIDS.

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

9. CONTRACTOR REGISTRATION.

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

10. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract, with executed Payment “and” Performance Bonds, approved-engineered prints and drawings, and approved evidence of insurance, unless otherwise mutually agreed by the City and Contractor.

11. **SUBCONTRACTING.** The Contractor shall not award any portion of the Work to any sub-vendor without the City’s prior approval. The Vendor shall be fully responsible to the City for the acts, errors and omissions of its sub-vendors. No contractual relationship shall be created between any sub-vendor and the City.

12. **PREVAILING WAGE REQUIREMENTS.**

The scope of services for this project is subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, and sales tax implications in making their bids.

A. The work under this contract is classified as subject to Prevailing Wage Requirements under state law.

1. Payment and Performance bonds are Not required.
2. Statutory retainage is Not required.

B. Prevailing Wage

1. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW), as amended and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

2. The State of Washington prevailing wage rates applicable for this service works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 14, 2026.

3. For contracts greater than \$10,000.00, contractors must post the Statement of Intent and Department of Labor and Industries contact information at the job site: (RCW 39.12.020).

C. Prevailing Wages Multi-Year Contracts and Extensions

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months.

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

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

D. Statement of Intent

The Contractor will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).

E. Filing Fees

The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries.

F. Department of Labor and Industries' Public Works and Prevailing Wage Training As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement **prior to time of bid submittal.**

13. **PERIOD OF PERFORMANCE.** (Reference Addendum 1, for additional requirements)

~~The period of performance of any contract resulting from this Bid is tentatively scheduled to begin on or about August 21 and to end approximately on April 30, 2027, the period of performance takes into account required Contractor's six-month guarantee after final acceptance of reseeding.~~

14. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

All materials submitted to the City in response to this procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

15. **OWNERSHIP OF DOCUMENTS.**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

16. **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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

Certificate of Insurance shall state Certificate Holder: City of Spokane, 808 W Spokane Falls Blvd Spokane, WA 99201.

SCOPE OF WORK

1. PERFORMANCE.

Awarded Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as Reseeding Northside Landfill.

The Northside Landfill, located at 7202 West Nine Mile, Spokane WA 99208, is a fenced area of approximately 345 acres. Due to recent fire, it is estimate that approximately three-fourths, or approximately 260 acres of seeded area was lost due to fire, resulting in exposed area that needs reseeding.

2. Definitions:

2.1 Reseeding is comprised of applying required fertilizer formula and hydro mulch/seed formula and erosion control matting where required to ensure soil stabilization and erosion control on the capped landfill surface.

2.2 Act of Nature is an event that is caused solely by the forces of nature without human intervention.

2.3 NSLF Reseeding Map, Attachment 2: Color-Code on Map is defined as:

Color Blue: signifies generalized areas where reseeding is necessary.

Color Green: signifies haul roads that do not require low ground pressure vehicles.

Color Red: signifies berms that may require the installation of erosion matting to ensure vegetation establishment.

2.4 Slurry Mix comprised of: Seed, Mulch, Fertilizer, Lime, and Tackifier that is applied together in a single application, per acre. (Addendum 1)

3. Vendor shall utilize Low Ground Pressure Vehicles only on the landfill surface to prevent damage, and adhere to the stated specifications to pertaining: Fertilizer Formula, Mulch Formula, Seed Formula, Erosion Control Matting, and Blanket Tackifier.

3.1 Low ground pressure vehicles will be required if driving on the surface of the landfill must be 5 psi or lighter. Vehicles driving on haul roads exclusively are not required to be low ground pressure vehicles.

3.2 Fertilizer Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements) additional requirements

- Fertilizer shall have the following minimum percentage of plant food by weight:
 - Nitrogen 20%
 - Phosphoric Acid: 10%

- Potash: 10%

3.3 Mulch Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

Wood Cellulose Fiber Mulch. Should be specially processed wood fiber containing no growth or germination-inhibiting factors, dyed a suitable color to facilitate inspection of material placement, manufactured such that after addition and agitation in slurry tanks with water, material fibers become uniformly suspended to form homogenous slurry, and when hydraulically sprayed on ground, material will allow absorption and percolation of moisture.

3.4 Seed Formula Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

- Fresh, clean new-crop seed that complies with tolerance for purity and germination established by Official Seed Analysts of North America
- Seeds of Legumes: Inoculated with pure culture of nitrogen-fixing bacteria prepared specifically for legume species in accordance with inoculant manufacturer's instructions
- Seed Mix:
 - Creeping Red Fescue: 15%
 - Hard Fescue: 20%
 - Canada Bluegrass: 15%
 - Annual Ryegrass: 30%
 - Sheep Fescue: 20%

3.5 Erosion Control Matting Specifications: (Reference Addendum 1, - For Contractor Stated Requirements)

Erosion Control Matting will be required on the berms (highlighted in red) where the hydroseed may wash away without additional support.

- Excelsior mat or straw blanket; staples as recommended by matting manufacturer.

3.6 ~~Blanket~~ Tackifier. (Reference Addendum 1, - For Contractor Stated Requirements)

- Derived from natural organic plant sources containing no growth or germination-inhibiting materials
- Capable of hydrating in water, and to readily blend with other slurry materials
- Wood Cellulose Fiber: Add as tracer,

4. COVERAGE REQUIREMENTS (Reference Addendum 1, - For Contractor Stated Requirements)

- For portions of reseeded landfill greater than 10,000 square feet or larger, there shall be:
 - No bare spots larger than 3 square feet
 - Not more than 10% of total area with bare spots larger than 1 square foot

- Not more than 15% of total area with bare spots larger than 6 square inches

5. APPLICATION REQUIREMENTS (Reference Addendum 1, - For Contractor Stated Requirements)

- ~~Perform under favorable weather conditions during seasons that are normal for such work as determined by accepted local practice~~

5.1 ~~Prepare and apply seed mix as follows:~~

- ~~50 # per acre~~
- ~~20-10-10 fertilizer 650# per acre~~
- ~~Lime 50# per 1,000 square feet~~
- ~~Wood cellulose fiber mulch as recommended by manufacturer~~

5.2 ~~Mulch:~~

- ~~Apply uniformly on seeded areas. Do not apply mulch on seeded areas that will be immediately covered with erosion control matting.~~
- ~~Should be sufficiently loose to permit penetration of sunlight and air circulation and sufficiently dense to shade ground, reduce evaporation rate, and prevent or materially reduce erosion of the underlying soil~~

5.3 ~~Erosion Control Matting~~

- ~~Place on seeded slopes 3H:V1 and steeper, staple/stake in place and with the appropriate overlap in accordance with manufacturer's instruction.~~

5.4 ~~Tackifier~~

- ~~Apply on mulched areas~~
- ~~Spray on after mulch is in place~~
- ~~Apply in quantities sufficient to equal retention properties of a CSS-1 asphalt emulsion being applied at a rate of 400 gallons per acre.~~

6. GUARANTEE (Reference Addendum 1)

- ~~6.1 Contractor shall guarantee all work, labor and materials for a six (6) month period after the final acceptance of reseeding. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defects at its sole expense. This guarantee shall not apply to Work, which has been abused by the City, or Acts of Nature.~~

The guarantee period is to ensure the reseeding conducted by Contractor brings the Northside Landfill back to pre-fire conditions.

7. Quantities when used are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual services performed and accepted as per contract rates.
8. Resulting Contract would be for a not exceed amount. The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit bid pricing, for actual services requested, performed and accepted.

ATTACHMENTS

~~Bid Form pages 10-13 (Must Be Completed)~~ (Reference Addendum 1, that replaced Pages 10- 13)
Terms and Conditions, Attachment 1 (Pages 14-17)
Northside Landfill (NSLF) Map, Attachment 2 Map (Page 18)

REFERENCE ADDENDUM 1, THAT REPLACES PAGES 10-13

~~These Next Three Pages (Pages 10-13) Comprising Bid Proposal Must be COMPLETED ENTIRELY and returned with bid response.~~

BID PROPOSAL. (Reference Addendum 1)

To: City of Spokane, Purchasing Center

PROJECT: 54921-WTEF NSLF, Reseeding Northside Landfill - Prevailing Wages – Unit Price

~~PAYMENTS. Contractor shall a contract for not-to-exceed amount. Payment(s) would only be made for actual services requested, performed and accepted, per contract amount(s) set forth in resulting contract per awarded Vendor's unit pricing, Vendor's prices shall remain firm through May 31, 2027..~~

~~QUANTITIES: Are for estimates only and are not to be construed as firm or guaranteed. Quantities are estimates. Quantities shall be bid on a more or less basis. Actual usage may be more or less.~~

~~PRICING. Bidder acknowledges its unit pricing includes ALL expenses with regard to Services. No other costs will be allowed later, if not listed.~~

~~SALES TAX. The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales.~~

~~BIDDER'S DECLARATION. The undersigned bidder certifies that it has 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 it has acknowledged all bid requirements, terms & conditions 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 services at the following unit prices:~~

Contractor To Define What Constitutes "Straight Time":	-			
Reseeding Requirement	Estimated Quantities of Acres, more or less	All-Inclusive Price per Acre	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost To Provide and Apply Specified Fertilizer per acre during Contractors normal operating hours.	260	\$	\$	_____ Days
All-inclusive Cost To Provide and Apply Specified Mulch Formula per acre during Contractors normal operating hours.	260	\$	\$	_____ Days
All-inclusive Cost To Provide and Apply Specified Seed Formula per acre during Contractors normal operating hours.	260	\$	\$	_____ Days
Erosion Control Matting	Estimated Quantities of Lineal Feet, more or less	All-Inclusive Price per Lineal Foot	Estimated Extended Total Cost	Estimated Number of Days to Complete
All-inclusive Cost To Provide and Apply Erosion Control Matting	18,000	\$	\$	_____ Days
All-inclusive Cost to Provide and Apply Blanket Tackifier	Estimated Gallons Required Based on 400 Gallons Per Acre (estimated acres 260 times 400 gallons per acre) equates to 104,000	All-Inclusive Price per Gallon	Estimated Extended Total Cost	Estimated Number of Days to Complete

	gallons, more or less			
All inclusive Cost To Provide and Apply Erosion Control Matting	104,000	\$	\$	_____ Days
SUBTOTAL EXTENDED COST (Comprised of estimated Extended Total Costs for: Mulching Requirement, Seeding Requirement, Fertilizer Requirement, Erosion Control Matting Requirement, and Blanket Tackifier			\$	
TAX (Tax Rate of 9.1%)			\$	
OVERALL ESTIMATED EXTENDED COST (Comprised of SUBTOTAL EXTENDED COST plus TAX)			\$	
-				
List Any Other Related Cost That Could Be Incurred Not Listed Above and Frequency That Could Be Incurred. If Not Listed Would Not Be Authorized Later.				
COST TYPE	Enter FREQUENCY OF OCCURANCE That Could Be Incurred	COST	EXTENDED COST	
	\$	\$	\$	

	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

~~ADDENDA:~~

~~The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.~~

~~CONTRACT COMPLETION TIME:~~

~~The bidder must adhere to the City's outage schedule.~~

~~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 Dollars (\$0.00) LARS per working day until the work is satisfactorily completed.~~

~~BIDDER RESPONSIBILITY:~~

Washington State Contractor's License Number _____

Washington Unified Business Identifier (UBI) number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

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 bidding in connection with the project for which this bid proposal is submitted.~~

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

~~The undersigned Bidder hereby certifies that as of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.~~

~~I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.~~

Name of Bidder: _____

Signature of Bidder's Authorized Representative

Printed Name _____

Title _____

Email Address _____

Phone _____

ATTACHMENT 1

TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in response to this procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

6. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

7. 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 Firm 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 Firm.

8. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

9. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

10. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

11. 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.

12. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

13. 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.

14. . CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

15. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

ATTACHMENT 2, NSLF Map





Office: 208-618-3385

Erosion Control Submittals

PROJECT : City of Spokane Northside Landfill

13-Aug-26

CONTRACTOR: City of Spokane

Submittal Item No. 1

Bid Item

Seed Granite Seed Seed Mix

Page 2 Product Data Sheet

Submittal Item No. 2

Bid Item

Mulch Hamilton Manufacturing Inc. Natures Own Mulch (Black Label)

Page 3-4 Product Data Sheet

Submittal Item No. 3

Bid Item

Tackifier Hamilton Manufacturing Inc. Triple Tac

Page 5-6 Product Data Sheet

Submittal Item No. 4

Bid Item

Fertilizer Two Rivers 46-0-0

Page 7 Product Data Sheet

Submittal Item No. 5

Bid Item

Fertilizer Wilbur-Ellis 16-16-16

Page 8-10 Product Data Sheet

Submittal Item No. 6

Bid Item

Blanket Rollmax Vmax C-350 Turf Reinforcement Mat

Page 11-12 Product Data Sheet

Submittal Item No. 7

Bid Item

Soil Amendments Pro-Pell Lime

Page 13 Product Data Sheet

A wood cellulose fiber mulch manufactured from clean recycled newspaper creating an environmental friendly media for all types of erosion control and planting projects. The surface area of the paper allows for even product distribution while creating a stabile matrix for protected seed growth. NaturesOwn mulch works best with NaturesOwn Triple Tac Tackifier, which is a leading tackifier in the industry.



NaturesOwn
We've Got You Covered

ADVANTAGES

- Works in all hydro-seeding equipment
- Gives you 20% more loading capacity than wood mulch
- Fast to load from easy to handle bales
- Mixes easily with water and virtually eliminates clogs or plugging
- Flows smoothly and gives you uniform distribution

APPLICATIONS

- Hydro-Seeding
- Strawtacking

TYPICAL PROJECTS

- Highways
- Golf Courses
- Reclamation
- Residential and Commercial Landscaping

product specifications

Packaging: 50 lb bales

Shipment: 2250 lb pallet

Typical Application Rate:	Hydro-Seeding:	
	Mod. to 3:1	1500 lb/acre
	3:1 to 2:1	2000 lb/acre
	Greater than 2:1	2500 lb/acre
	Strawtacking:	
		750 lb/acre

PHYSICAL PROPERTIES

Water Holding Capacity >1000%
 Moisture Content 12% +/- 3
 Organic Matter >93%
 Ash Content <7%
 pH Range 6.9 +/- 2

Distributed by:



Hamilton Manufacturing Co., Inc.
 901 Russet Street, Twin Falls, Idaho 83301 USA
 208-733-9689 Fax 208-733-9447 E-mail info@hmi-mfg.com
<http://www.hmi-mfg.com/>

We've Got You Covered

Printed on recycled stock



Call us at 208-733-9689 (US Customers)
 Ask about our hydro-seeding equipment and our product guarantee



NaturesOwn
We've Got You Covered

APPLICATION RATES *50 lb bags*

SLOPE	RECOMMENDED RATE	TANK SIZE	MULCH		COVERAGE			
		gal/liters	lbs	no. of bags	acres	hectares	ft ²	m ²
Moderate to 3:1 slope	1500 lbs per acre or 30 bags per acre	3000/11355.6	1500	30	1.00	0.4	43560	3920
		2500/9463	1250	25	0.83	0.33	36300	3267
		1000/3785.2	500	10	0.33	0.13	14520	1307
		500/1892.6	250	5				
3:1 to 2:1 slope	2000 lbs per acre or 40 bags per acre	3000/11355.6	1500	30	0.75	0.3	32670	2940
		2500/9463	1250	25	0.63	0.25	27225	2450
		1000/3785.2	500	10	0.25	0.05	10890	980
		500/1892.6	250	5	0.13	0.01	5445	490
Greater than 2:1 slope	2500 lbs per acre or 50 bags per acre	3000/11355.6	1500	30	0.6	0.24	26130	2352
		2500/9463	1250	25	0.5	0.2	21775	1960
		1000/3785.2	500	10	0.2	0.08	8710	784
		500/1892.6	250	5	0.1	0.04	4355	392

MULCH MIXING RATIO

Mixing Ratio for NaturesOwn Mulch (50 lb bags): 2 parts water: 1 part Mulch

Example:

100 gallons water: 1 (one) 50 lb bag NaturesOwn Mulch

700 gallons water: 7 (seven) 50 lb bags NaturesOwn Mulch

MIXING INSTRUCTIONS

After the tank is 1/3 full of water add seed and amendments; mix well. Continue filling tank with water and add mulch; mix well. If using compost stop adding water 2/3 full and then mix compost. Finish by filling with water.



We've Got You Covered

Printed on recycled stock



Call us at 208-733-9689

Ask about our hydro-seeding equipment and our product guarantee

An organic tackifier that disperses rapidly in cold water and
cures immediately after application to form a strong bond
to the soil and mulch to protect against erosion as well as seed



NaturesOwn
We've Got You Covered

ADVANTAGES

- Drys rapidly
- Reduces evaporation and nutrient leaching
- Protects against soil erosion
- Mixes easily with water and prevents plugging
- Safe for plants, animals, and humans

APPLICATIONS

- Hydro-Seeding
- Soil Binding
- Erosion Control

TYPICAL PROJECTS

- Highways
- Hillsides
- Reclamation
- Golf Courses



product specifications

Packaging: 8 lb, 25 lb, 50 lb bags

Shipment: varies

Typical Application Rate:	Hydro-Seeding Triple Tac:	
	Mod. to 6:1	20 lb/acre
	4:1 to 2:1	30 lb/acre
	Greater than 1:1	60 lb/acre
Strawtacking:		
50 lb III tac/200 lb fiber/1000 gall water/acre		

PHYSICAL PROPERTIES

Organic Corresponding Polysaccharides
Guar Gum

Distributed by:



Hamilton Manufacturing Co., Inc.
901 Russet Street, Twin Falls, Idaho 83301 USA
208-733-9689 Fax 208-733-9447 E-mail info@hmi-mfg.com
http://www.hmi-mfg.com/

Printed on recycled stock



Call us at 208-733-9689
Ask about our hydro-seeding equipment and our product guarantee



NaturesOwn
We've Got You Covered

APPLICATION RATES 50 lb bags

SLOPE	RECOMMENDED RATE	TANK SIZE	MULCH		TRIPLE TAC	COVERAGE			
		gal/liters	lbs	no. of bags	lbs	acres	hectares	ft ²	m ²
Moderate 6:1 to 5:1 Slope	20 lbs per acre	3000/11355.6	1500	30	20/9.1	1.00	0.4	43560	3920
		2500/9463	1250	25	16.6/7.5	0.83	0.33	36300	3267
		1000/3785.2	500	10	6.6/3	0.33	0.13	14520	1307
		500/1892.6	250	5	3.4/1.5	0.17	0.07	7260	653
4:1 to 2:1 slope	30-50 lbs per acre	3000/11355.6	1500	30	30/13.6	0.75	0.3	32670	2940
		2500/9463	1250	25	18.9/8.6	0.63	0.25	27225	2450
		1000/3785.2	500	10	7.5/3.4	0.25	0.1	10890	980
		500/1892.6	250	5	3.9/1.8	0.13	0.05	5445	490
Greater than 1:1 Slope	60 lbs per acre	3000/11355.6	1500	30	36/16.4	0.6	0.24	26130	2352
		2500/9463	1250	25	30/13.6	0.5	0.2	21775	1960
		1000/3785.2	500	10	12/5.5	0.2	0.08	8710	784
		500/1892.6	250	5	6/2.7	0.1	0.04	4355	392

MULCH MIXING RATIO

Mixing Ratio for NaturesOwn Mulch (50 lb bags): 2 parts water: 1 part Mulch

Example:

100 gallons water: 1 (one) 50 lb bag NaturesOwn Mulch

700 gallons water: 7 (seven) 50 lb bags NaturesOwn Mulch

MIXING INSTRUCTIONS

After the tank is 1/3 full of water add NaturesOwn Polyfibers, seed, amendments, and NaturesOwn Mulch after thoroughly mixed continue filling and add tackifiers as well as the compost if needed to the slurry



We've Got You Covered

Printed on recycled stock



Call us at 208-733-9689

Ask about our hydro-seeding equipment and our product guarantee

Two Rivers Terminal

PO Box 2327
Pasco, WA 99302
Ph: (509) 547-7776

46-0-0

Urea

Guaranteed Analysis

Total Nitrogen (N).....46.00 %
46.00% Urea Nitrogen

Derived from: Urea

Physical Characteristics

Lbs. of Nutrients/Ton.....920
Color.....White
Bulk Density.....46-48 lbs per cubic foot
Solubility in Water.....100%
Size Guide Number (SGN).....220-260

Information regarding the contents and levels of metals
in this product is available on the internet at:
<http://www.aapfco.org/metals.htm>

NET BULK WEIGHT: SEE ATTCHED SCALE TICKET

Distributed By:

Two Rivers Terminal, LLC
PO Box 2327
Pasco, WA 99302
Ph: (509) 547-7776



GUARANTEED ANALYSIS

Total Nitrogen (N)	16.00%
9.30% Ammoniacal Nitrogen	
6.70% Urea Nitrogen	
Available Phosphate (P ₂ O ₅)	16.00%
Soluble Potash (K ₂ O)	16.00%
Sulfur (S)	6.90%
6.90% Combined Sulfur (S)	

Derived from Ammonium Sulfate, Monoammonium Phosphate, Urea, and Muriate of Potash.

F2544

DESCRIPTION

PERFECTION® TRIPLE START™ is an all-purpose starter or general use fertilizer.

BENEFITS

- Use for turf, garden and flower fertility.
- High phosphorus and potash that may aid in root and bloom development.
- Ammonium sulfate nitrogen for high sulfur analysis.

DIRECTIONS FOR USE

APPLICATION INSTRUCTIONS

- For professional use on residential and commercial landscapes, golf courses, athletic fields, parks and sod farms.
- For best performance, apply to dry turfgrass and water after application.
- Do not apply directly to an impervious surface or to frozen ground.
- Keep away from pools, ponds and any bodies of water. Do not contaminate potable water.
- Keep off unwanted areas such as sidewalks, patios, fences, and painted areas. Sweep or blow any residual material on to treated areas after application.

RATE RECOMMENDATIONS

Use Sites		Nitrogen Rate / 1,000 sq. ft.	Amount of Product per 1,000 sq. ft.	Amount of Product per 100 sq. ft.	50 lb Bag Coverage (sq. ft.)
Turfgrass	Low	0.5 lb	3.13 lb		15,980
	Recommended	1 lb	6.26 lb		7,987
	High	1.5 lb	9.39 lb		5,325
Hydro-Seeding	Recommended	1 lb	6.26 lb		7,987
	High	1.5 lb	9.39 lb		5,325
Ornamentals	Recommended	1 lb	6.26 lb	10 oz	10,000

SHRUBS AND EVERGREENS: Sprinkle ¼ cup evenly around dripline of plant and work into top 1 inch of soil.

TREES: Apply ½ lb per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

SPREADER SETTINGS (Based on 6.26 lb/1,000 sq. ft.)

AccuPro® 2000	N½ (12 ft. spread width)
Lesco Commercial	17½ (10 ft. spread width)
CBR II	6¾ (10 ft. spread width)
EarthWay®	17 (12 ft. spread width)
Spyker® 7622	5.3 (12 ft. spread width)

Spreader settings are guidelines only. Spreaders should be checked for accuracy.

PRECAUTIONARY STATEMENTS

KEEP OUT OF REACH OF CHILDREN

Based on currently available data, this product is not classified as a GHS hazardous substance. However, observe good industrial hygiene practices. Wash hands after handling. Refer to the Safety Data Sheet if first aid instructions are needed.

STORAGE AND DISPOSAL: Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Store in original container only and keep tightly sealed when not in use. Store away from incompatible materials. Dispose of contents/container in accordance with federal, state and local regulations.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapco.org/metals.html>

⚠ WARNING: Cancer and Reproductive Harm
www.P65Warnings.ca.gov

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using the product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of the product should be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result because of many different factors including, without limitation, manner of use or application, weather, combination with other products, or crop conditions. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold Manufacturer and Seller harmless from any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label. EXCEPT FOR THIS WARRANTY, THE PRODUCT IS FURNISHED "AS-IS," AND NEITHER SELLER NOR MANUFACTURER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, PURCHASE OR USE OF THIS PRODUCT; SELLER AND MANUFACTURER SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer and User accept all risks arising from any use of this product, including without limitation uses contrary to label instructions, under abnormal conditions, or under conditions not reasonably foreseeable to (or beyond the control of) Seller or Manufacturer.

To the extent permitted by law, neither Manufacturer nor Seller shall be liable for any incidental, consequential or special damages resulting from the use or handling of this product. THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE EXCLUSIVE LIABILITY OF MANUFACTURER AND SELLER, FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THIS PRODUCT, OR, AT THE ELECTION OF MANUFACTURER OR SELLER, THE REPLACEMENT OF THE PRODUCT.

These Conditions of Sale and Limitation of Warranty and Liability shall be interpreted in accordance with the laws of the State of California, excluding its conflicts of laws rules, and may not be amended by any oral or written agreement.

WILBUR-ELLIS logo and PERFECTION are registered trademarks, and PERFECTION logo and TRIPLE START are trademarks of Wilbur-Ellis Company LLC. AccuPro is a registered trademark of The Broyhill Company. EarthWay is a registered trademark of EarthWay Products, Inc. Spyker is a registered trademark of Brinly-Hardy Company.

Guaranteed by:
WILBUR-ELLIS COMPANY LLC
3300 South Parker Road, Suite 500
Aurora, CO 80014 (720) 306-6340



WILBUR-ELLIS

NET WEIGHT: 50 POUNDS (22.68 kg)

2021-0208

Agricultural & Environmental Services Laboratories

Fertilizer Calculator

N-P₂O₅-K₂O

R. Hitchcock and D. E. Kissel

The University of Georgia Fertilizer Calculator was developed to assist users whose fertilizer needs require adjustment from the standard soil test recommendation due to a change in units, availability of fertilizer products, and/or a difference in land size. The calculator ranks various fertilizer combinations, with the best getting the highest [score](#).

You can use it to:

- Calculate the weight of fertilizer materials to supply the amounts of N, P₂O₅, K₂O recommended by a soil test report.
- Select recommendations in pounds per acre that are typical of agronomic crop recommendations or in pounds per 1000 square feet that are typical of homeowners reports such as for a home lawn.
- Select fertilizer grades different from those given in the recommendation. This is useful when the fertilizer grades in the test report are not available locally.
- Calculate the area of a garden or lawn given the dimensions and shape of the area to be fertilized.
- Calculate fertilizer costs.

Before blending fertilizers, check a compatibility list to ensure they can be blended safely.

[How to use the calculator](#)

Use this calculator to ...

Convert fertilizer recommendations between pounds per acre and pounds per square feet.

List alternative recommendations when fertilizer grades are not available.

Get recommendations based on the specific area to be fertilized.

Calculate fertilizer costs.

Options

Show top scores

Show scores of or higher

☐ Include sulfur

Max grades to use in recommendation:

Round recs to the nearest:

units

Step 1. Enter fertilizer requirements

Fertilizer recommendations are given in:

- ☐ pounds per acre
☒ a specific grade (such as 10-10-10)

Recommendation from soil test report:

pounds of per 1000 square feet

Example: 5 pounds of 10-10-10 per 1000 square feet

Application:

per

Recommendation, lbs per acre basis

Nitrogen (N)	130.68	lbs/acre
Phosphate (P ₂ O ₅)	65.34	lbs/acre
Potash (K ₂ O)	65.34	lbs/acre

Step 2. Select available grades

Choose from the list of commonly-available grades below,
or [add your own](#) in N-P₂O₅-K₂O format.

Show grades for: ☒ Lawns and Gardens ☐ Farm use

- | | | |
|---|--|--|
| ☐ 29-0-5 | ☐ 5-5-5 plant food | ☐ 15-0-15 |
| ☐ 18-24-6 | ☐ 0-10-10 | ☐ 6-2-1 cottonseed meal |
| ☐ 10-10-10 | ☐ 5-5-3 | ☐ 13-0-0 blood meal |
| ☐ 14-7-7 | ☐ 4-5-3 tomato veg food | ☐ 3-4-4 garden tone |
| ☐ 10-5-4 | ☐ 7-3-3 | ☐ 6-8-0 bone meal |
| ☐ 32-0-8 | ☐ 4-6-2 | ☐ 12-0-0 blood meal |
| ☐ 1-15-0 bone meal | ☐ 18-0-3 | ☐ 9-23-30 |
| ☐ 7-2-2 | ☐ 10-0-6 | ☐ 0-1-3 wood ash |
| ☐ 5-6-3 | ☐ 4-3-4 | |

You can add your own grades and fertilizer costs below:

Fertilizer grades (N-P ₂ O ₅ -K ₂ O)	\$ Cost per pound
16-16-16	
46-0-0	

Fertilizer recommendations based on available grades, application rate, and area

Nutrients supplied				Nutrients surplus or deficit				Score
N	P	K	S	N	P	K	S	
Recommendation: 408.4 pounds of 16-16-16 plus 142.0 pounds of 46-0-0 per 1 acre								
130.68	65.34	65.34		0.00	0.00	0.00		100
Recommendation: 408.4 pounds of 16-16-16 per 1 acre More nitrogen needed.								
65.34	65.34	65.34		65.34	0.00	0.00		93
Recommendation: 816.8 pounds of 16-16-16 per 1 acre								
130.68	130.68	130.68		0.00	65.34	65.34		80
Recommendation: 284.1 pounds of 46-0-0 per 1 acre More phosphorus and potassium needed.								
130.68	0.00	0.00		0.00	65.34	65.34		50

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Specification Sheet

VMax® C350® Turf Reinforcement Mat

DESCRIPTION

The composite turf reinforcement mat (C-TRM) shall be a machine-produced mat of 100% coconut fiber matrix incorporated into permanent three-dimensional turf reinforcement matting. The matrix shall be evenly distributed across the entire width of the matting and stitch bonded between super heavy duty UV-stabilized nettings with 0.50 x 0.50 in. (1.27 x 1.27 cm) openings, an ultra heavy duty UV-stabilized, dramatically corrugated (crimped) intermediate netting with 0.5 x 0.5 in. (1.27 x 1.27 cm) openings, and covered by a super heavy duty UV-stabilized nettings with 0.50 x 0.50 in. (1.27 x 1.27 cm) openings. The middle corrugated netting shall form prominent closely spaced ridges across the entire width of the mat. The three nettings shall be stitched together on 1.50 in. (3.81 cm) centers with UV-stabilized polypropylene thread to form permanent three-dimensional turf reinforcement matting. All mats shall be manufactured with colored thread stitched along both outer edges as an overlap guide for adjacent mats.

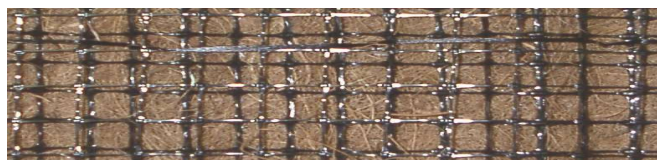
The C350 shall meet Type 5A, B and C specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) *FP-03 Section 713.18*.

Material Content

Matrix	100% Coconut Fiber	0.5 lb/sy (0.27 kg/sm)
Netting	Top and Bottom, UV-Stabilized Polypropylene	8 lb/1000 sf (3.91 kg/100 sm)
	Middle, Corrugated UV-Stabilized Polypropylene	24 lb/1000 sf (11.7 kg/100 sm)
Thread	Polypropylene, UV Stable	

Standard Roll Sizes

Width	6.5 ft (2.0 m)	8 ft (2.44 m)
Length	55.5 ft (16.9 m)	90 ft (27.4 m)
Weight ± 10%	37 lbs (16.8 kg)	74 lbs (33.6 kg)
Thread	40 sy (33.4 sm)	80 sy (66.8 sm)



Index Property	Test Method	Typical
Thickness	ASTM D6525	0.73 in. (18.54 mm)
Resiliency	ASTM D6524	90%
Density	ASTM D792	0.917 g/cm ³
Mass/Unit Area	ASTM D6566	18.36 oz/sy (624 g/sm)
UV Stability	ASTM D4355/ 1000 HR	86%
Porosity	ECTC Guidelines	99%
Stiffness	ASTM D1388	0.24 in.-lb (275990 mg-cm)
Light Penetration	ASTM D6567	7.2%
Tensile Strength – MD	ASTM D6818	585.8 lbs/ft (8.70 kN/m)
Elongation – MD	ASTM D6818	45.3%
Tensile Strength – TD	ASTM D6818	687.6 lbs/ft (10.20 kN/m)
Elongation – TD	ASTM D6818	19.5%
Biomass Improvement	ASTM D7322	380%

Design Permissible Shear Stress

	Short Duration	Long Duration
Phase 1 Unvegetated	3.2 psf (153 Pa)	3.0 psf (144 Pa)
Phase 2 Partially Veg.	10.0 psf (480 Pa)	10.0 psf (480 Pa)
Phase 3 Fully Veg.	12.0 psf (576 Pa)	10.0 psf (480 Pa)
Unvegetated Velocity	10.5 fps (3.2 m/s)	
Vegetated Velocity	20 fps (6.0 m/s)	

Slope Design Data: C Factors

	Slope Gradients (S)		
Slope Length (L)	≤ 3:1	3:1 – 2:1	≥ 2:1
≤ 20 ft (6 m)	0.0005	0.015	0.043
20-50 ft	0.018	0.031	0.050
≥ 50 ft (15.2 m)	0.035	0.047	0.057

Roughness Coefficients – Unveg.

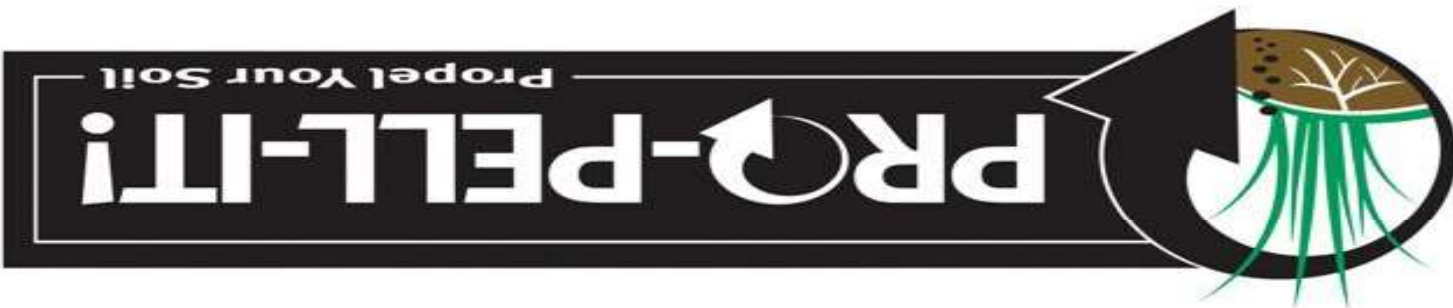
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.041
0.50 – 2.0 ft	0.040-0.013
≥ 2.0 ft (0.60 m)	0.012



Western Green
4609 E. Boonville-New Harmony Rd.
Evansville, IN 47725

nagreen.com
800-772-2040

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PELLETIZED DOLOMITE

Guaranteed Analysis

Calcium (Ca).....	23.50%
Magnesium (Mg).....	9.50%
Calcium Carbonate (CaCO ₃).....	49.82%
Magnesium Carbonate (MgCO ₃).....	32.94%
Calcium Carbonate Equivalent (CCE)....	98.27%

Lime Score (Oregon)95

Screen Analysis Before Granulating:

Passing 10-Mesh Sieve.....	100%
Passing 20-Mesh Sieve.....	100%
Passing 40-Mesh Sieve.....	98.5%
Passing 60-Mesh Sieve.....	96.9%
Passing 100-Mesh Sieve.....	94.8%

Derived from Calcium Carbonate and Magnesium Carbonate.

**ALSO CONTAINS NON-PLANT FOOD INGREDIENT:
2% Lignosulfonate (binder)**

**Information regarding the contents and levels of metals
in this product is available on the internet at
<http://www.aapico.org/metals.htm>**

Per Pound

Marion Ag Service, Inc. 18745 Butteville Rd., Aurora, OR 97002



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

Date of Emergency: 8/1/26

Department: Solid Waste

Department Contact
Person:

Jennifer Lennon

Location of Emergency: North Side Landfill

Estimated amount of this purchase: \$ 1,331,000

Requested Vendor: SSEC APEX INC

Is an existing vendor? yes ☒ no ☐ if no fill out the following

Vendor's Address: P.O. Box 279, Rathdrum, ID 83858

Vendor Contact (name, email, phone): Andy Rewinkle andy@ssecapex.com

Please answer the following questions in order to document and justify the existence of public exigency or emergency that supports approving an exemption to competitive procurement requirements.

If Council approval of emergency is required then an accompanying resolution must be created and presented to City Council per City Council rules.

Approved emergency exemptions satisfy the procurement requirements, all other statutory requirements must be met (business license, insurance, contract, etc.)

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

If the vendor has already provided a bid/proposal include that with your completed justification form.

1. **Scope of Work: Provide a description of the product or service being procured.**

Provide emergency erosion stabilization and reseeding services at the North Side Landfill following extensive wildfire damage. Approximately 70–75% of the site's vegetative cover was damaged or destroyed. Work may include site preparation, application of an appropriate seed mixture, mulch or hydromulch, tackifier, soil amendments, and other immediately necessary erosion-control measures. The contractor will provide all labor, equipment, materials, mobilization, and documentation required to complete the work.

2. **Explain why a noncompetitive procurement is necessary, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency.**

Noncompetitive procurement is necessary because the wildfire destroyed much of the landfill's vegetative cover, leaving the soil and landfill cover system exposed to erosion. Significant rainfall or other inclement weather could cause erosion, damage the landfill cover, create runoff and environmental concerns (potentially resulting in permit violations), and substantially increase restoration costs. The City is already into August and has a limited seasonal window to complete reseeding before fall weather arrives. A standard competitive solicitation would cause an unacceptable delay and could prevent the work from being completed in time for the seed to establish. The City therefore needs to engage a qualified contractor that can obtain the necessary materials and mobilize quickly. Pricing and all procurement records will be documented to confirm that the cost is reasonable.

3. **How long do you anticipate the exigency or emergency circumstances will continue?**

The emergency conditions are expected to continue until the exposed landfill cover has been stabilized and the reseeding and erosion-control measures have been installed, returning the landfill cap to its pre-fire condition. A contractor guarantee has been included in the bid language to ensure that the contractor is able to repair any hydroseeded areas that do not germinate as expected or that wash away due to installation error. The initial period of work is anticipated to take 30-60 days depending on contractor availability, site conditions, and weather, and the guarantee will extend through April 30, 2027 to ensure that the landfill cap has been sufficiently restored to pre-fire condition.

4. **How long will the proposed contract be used for the defined scope of work?**

If the duration is greater than the expected duration of the emergency (e.g. ongoing maintenance and monitoring after a repair) What is the impact should the additional contract duration be denied?

The proposed contract will be used only for the immediate stabilization and reseeding work and is expected to remain in effect for approximately 60–252 days. The additional time allows for mobilization, completion of the work, initial establishment, inspection, and correction of any areas where the erosion-control measures fail. The initial work must be completed within the next 30-60 days in order to establish vegetative cover and erosion control prior to the rainy season, and the contractor guarantee must extend through the following spring to ensure that stand failure or washout did not occur over the winter. If the additional contract duration is denied, the City may be unable to confirm that the emergency stabilization measures are functioning properly or require the contractor to correct failed areas, resulting in significant additional costs to the City to restore the landfill cap to its pre-fire condition. Any long-term maintenance or unrelated improvements will be procured separately.

5. **Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.**

No known conflicts of interest have been identified. City staff will review the proposed contractor and procurement documentation for any actual or potential conflicts before authorization. No City employee involved in the selection is expected to have a financial or personal interest in the contractor. Any conflict identified during the process will be disclosed and addressed in accordance with City policy before work proceeds.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to select the vendor for this emergency purchase.

Michelle Dorgan Digitally signed by Michelle Dorgan Date: 2026.08.07 11:13:52 -07'00'	8/7/26
Signature of Requestor (Must be an authorized Department Buyer)	Date

Trace Bradburn Digitally signed by Trace Bradburn Date: 2026.08.06 07:21:15 -07'00'	8/6/26
Signature of Department Head or Designee	Date

Jason Nechanicky Digitally signed by Jason Nechanicky Date: 2026.08.06 13:59:12 -07'00'	8/6/26
Approval by Purchasing	Date

Approval by Grants Management (Required for grant funded purchases)	Date
--	------

< Business Lookup

License Information:

New searchBack to results

Entity name:SSEC APEX, INC.

Business name:SSEC APEX INC

Entity type:Profit Corporation

UBI #:604-539-818

Business ID:001

Location ID:0001

Location:Active

Location address:26469 W HIGHWAY 53
HAUSER ID 83854-4592

Mailing address:PO BOX 279
RATHDRUM ID 83858-0279

Excise tax and reseller permit status:Click here

Secretary of State information:Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2026	Dec-11-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRANDON, COPPEDGE STEVEN	
REWINKLE, ANDREW STEVEN	President
ROBERTSON, TREVOR SCOTT	

Registered Trade Names

Registered trade names	Status	First issued
SSEC APEX INC	Active	Dec-11-2019

The Business Lookup information is updated nightly. Search date and time: 9/1/2026 9:25:00 AM

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/03/2026

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

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

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371		CONTACT NAME: Sarah R Cerroni PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: Sarah.Cerroni@propelinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Cincinnati Insurance Company	
		INSURER B : Idaho State Fund	
		INSURER C : Indian Harbor Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		ENP0711926	04/01/2026	04/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		ENP0711926	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	X		ENP0711926	04/01/2026	04/01/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	681667 Idaho WC ENP0711926 WA Stop Gap	04/01/2026	04/01/2027	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution & Professional			PEC200058602	04/01/2026	04/01/2027	\$1,000,000/\$1,000,000 \$5,000 Retention

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

RE: Operations performed by the Named Insured.

City of Spokane and its officers and employees are included as additional insured, where required by written contract, as set forth in the attached form(s).

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



This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM CONTRACTORS ADDITIONAL INSURED -
AUTOMATIC STATUS AND AUTOMATIC WAIVER OF
SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT,
AGREEMENT, PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or
Contractors - Automatic Status For Other
Parties When Required In Written Contract
Or Agreement With You**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Para-

graph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
 - b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

- b.** The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
- (1)** The actual cash value of the damaged or stolen property as of the time of the "accident";
 - (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3)** \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2)** Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or
- (3)** An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an insured is amended by adding the following:

The following are "insureds":

- 1.** Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- 2.** Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a.** Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b.** Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c.** Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d.** Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- 3.** Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1.** Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
- 2.** Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1.** The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:
 3. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.

Policy Number: 681667 - 04/01/2026

INSURED

SSEC Apex Inc
PO Box 279
Rathdrum, ID 83858-0278

Agent: 392

Bratrud Middleton Insurance Brokers In
DBA Propel Insurance
PO Box 2940
Tacoma, WA 98401-2940
(253) 759-2200

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS
EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

1. Waiver Type

☐ Specific Waiver/ Specific Job in Favor of:

Job Description:

OR

☒ **Blanket Waiver**

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Premium

The premium charge for this endorsement shall be \$250.00 for a specific waiver and \$250.00 for a blanket waiver.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2026

Policy No: 681667

Endorsement No.

Insured: SSEC Apex Inc

Premium \$250.00

Insurance Company: State Insurance Fund

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/31/2026

Clerk's File #

OPR 2026-0784

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

STREET

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

VALUE BLANKET FOR CONCRETE MIX

Agenda Wording

Seeking approval for a Value Blanket with Specialty Mobile Mix, Inc. (Spokane, WA) for purchasing concrete mix as needed from 9/1/2026-9/30/2027 at a total cost not to exceed \$75,000.

Summary (Background)

This Value Blanket will allow for the purchase of concrete material used to facilitate maintenance and repair of roadways, curbs, and bridges throughout the City of Spokane.

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		\$ 75,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 75,000	#	1100-21700-42300-53210-99999
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	
<u>Dept Head</u>	HARRIS, CLINT E.		
<u>Division Director</u>	SNYDER, JON		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
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rrinderle@spokanecity.org		streetaccounting@spokanecity.org	



City of Spokane Request for Quotes – Annual Value Blanket – As Needed

QUOTE #: _____

DESCRIPTION: Concrete for Street Department Projects

TERM: Base Years: 1 Optional Renewals: 0

DEPARTMENT: Street

DUE DATE: 05/06/26, no later than 1:00 pm

The purpose of this Request for Quote is to invite quotes to supply The City of Spokane Street Department with concrete at various locations throughout the city of Spokane

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL
1		4000 PSI CITY MIX CONCRETE 3 YARDS OR MORE	\$200/YARD	
2				
3		SHORT LOADS (UNDER 3 YARDS)	\$200 FLAT RATE	
4				
5				
6		HOT WATER FOR WINTER USE	\$25 FLAT RATE	
7				
8		NC 554 ACCELERATOR FOR WINTER USE	\$10 FOR 1% PER YARD	
9				
10				
11		CHANGE OF LOCATIONS WITH SAME LOAD	\$50 PER CHANGE	
12				
13		3000 PSI 3/4" ROCK 6% AIR 3 YARDS OR MORE	\$190/YARD	
14				
15		3500 PSI 3/4" ROCK 6% AIR 3 YARDS OR MORE	\$195/YARD	
16				
17		5000 PSI 3/4" ROCK 6% AIR 3 YARDS OR MORE	\$210/YARD	
18				
19		* FUEL SURCHARGE WILL BE CHARGED IF FUEL IS HIGHER THAN \$4.50/GALLON IN SPOKANE CO.		
20				
Subtotal				
Applicable taxes				
Freight/Shipping Charge				
GRAND TOTAL				

Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

Attachments: The following attachments are made a part of this Request for Quote: _____



City of Spokane Request for Quotes – Annual Value Blanket – As Needed

Any questions concerning this Request For Quote should be directed to:

Jared Thomas, Street Department at jwthomas@spokanecity.org

Deliver to: At various locations throughout the city

Payment: Supplier will accept credit card (☒ YES) (☐ NO). If YES, state any additional charge or discount for credit card payments:

3% Fee on all credit cards

Payment Terms: Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

SIGNATURE BELOW ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

BIDDER INFORMATION

Company Name: Specialty Mobile Mix Inc

By: Tim Lower Title: President

Signature: [Signature]

Please indicate person to be contacted by the City concerning items(s) quoted:

Name: Tim Lower Phone: 509 990 0903

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 Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder 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. Microsoft Word - Business License Exemption Request Form - Rev 03-2025

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 602677929



City of Spokane Request for Quotes – Annual Value Blanket – As Needed

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
Cemen Tech	1700 N 14th St Indianola, IA	50125

MINORITY BUSINESS ENTERPRISE

Supplier ☐ IS ☒ IS NOT a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Supplier ☐ IS ☒ IS NOT a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

INSTRUCTIONS AND SPECIFICATIONS

GENERAL INSTRUCTIONS

1. The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.
2. Time is of the essence in the performance of this contract.
3. Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.
4. The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.
5. The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.
6. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.
7. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.
8. **Signature on this Quote by the Bidder** will confirm receipt and understanding of all instructions, terms, and conditions.



City of Spokane Request for Quotes – Annual Value Blanket – As Needed

9. If the product differs from the provisions contained herein, these differences must be explained in detail.
10. Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
11. The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.
12. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.
13. The Supplier must be able to service any items purchased by the City of Spokane. The Supplier, therefore, must:
 - Be an authorized factory dealer for the area including the City of Spokane; or
 - Submit a 100% Performance Bond for the life of the equipment; or
 - Provide satisfactory proof by the manufacturer that service will be guaranteed.
14. Federal and State laws governing this product and its final certification must be satisfied.
15. It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.
16. Delivery time shall be a consideration of awarding this contract. Therefore, the City requests a completed delivery date as soon as possible after receipt of the purchase order.
17. Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.
18. In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB’s). 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 bidder 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.

	Yes	No	Don't Know
As far as you know has this product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	☐	☐	☒
If so were PCBs found at a measurable level?	☐	☐	☒
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)?	☐	☐	☒
If so attach the results or note from whom the results can be obtained.	☐	☐	☒
Do you have reason to believe the product contains measurable levels of PCBs?	☐	☒	☐
Do you have reason to believe the product packaging contains measurable levels of PCBs?	☐	☒	☐

I ACKNOWLEDGE RECEIPT OF AND COMPLIANCE WITH THE ABOVE GENERAL AND SPECIAL INSTRUCTIONS

Initials: 

[Business Lookup](#)

License Information:

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

Entity name:

SPECIALTY MOBILE MIX, INC.

Business name:

SPECIALTY MOBILE MIX, INC.

Entity type:

[Profit Corporation](#)

UBI #:

602-677-929

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

6102 E DESMENT
SPOKANE WA 99211

Mailing address:

PO BOX 3298
HAYDEN ID 83835-3298

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	T12052104BUS			Active	Sep-30-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LOWRY, ANNELIESE	
LOWRY, TIMOTHY	

Registered Trade Names

Registered trade names	Status	First issued
SPECIALTY MOBILE MIX INC	Active	Jul-20-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 8/27/2026 12:47:54 PM

[Contact us](#)

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/27/2026

Clerk's File #

OPR 2026-0785

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

STREET

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #

CR 28930

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

SNOW AND ICE MITIGATION CONTROL AGREEMENT - WSDOT

Agenda Wording

Contract renewal with Washington State Department of Transportation (WSDOT) for snow and ice mitigation control from 10/1/2026-10/31/2036; annual cost will vary depending on the winter and the maintenance work completed by WSDOT.

Summary (Background)

The Streets department is responsible for prevention and removal of snow and ice on its Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50. WSDOT has a robust snow and ice control program that employs a variety of methods and materials to help prevent snow and ice formation on state highways that will greatly assist the Streets department in maintaining that section of roadway during the winter months. The City of Spokane will reimburse WSDOT for snow and ice mitigation completed with costs varying annually due to the maintenance being weather dependent in the winter months. Exhibit B provides an estimated breakdown of how the costs would be billed.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 10,000	#	1100-21800-42660-54201-99999
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	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	SNYDER, JON		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Matt Beattie beattim@wsdot.wa.gov		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
streetaccounting@spokanecity.org		rrinderle@spokanecity.org	

**MAINTENANCE AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMC 1077)
AND
CITY OF SPOKANE**

This Agreement (GMC 1077) is between the Washington State Department of Transportation (WSDOT) and City of Spokane (CITY), also referenced as "Party" and the "Parties".

RECITALS

- A. The City is responsible for prevention and removal of snow and ice accumulation on its Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50 (hereinafter "Roadway").
- B. WSDOT has a robust snow and ice control program that employs a variety of methods and materials to help prevent snow and ice formation on state highways and has previously performed such services on behalf of, and at the sole cost of the CITY under prior maintenance agreement GMB 1064.
- C. The CITY is requesting that WSDOT continue providing snow and ice mitigation control measures at the CITY's Roadway at US 2 between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50, at the CITY's sole cost and expense.
- D. WSDOT is willing to perform said snow and ice mitigation control on CITY's Roadway on behalf of CITY at CITY's sole cost and expense.
- E. WSDOT and CITY estimate the cost of snow and ice mitigation control measures to be approximately Ten Thousand Dollars (\$10,000.00) per year.
- F. WSDOT and the CITY both desire to enter into this Maintenance Agreement to outline the Parties' responsibilities for the performance of snow and ice mitigation control measures.

Now therefore, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The CITY, pursuant to the terms of this agreement, authorizes and WSDOT agrees, at City expense, to perform snow and ice mitigation measures on its Roadway.

2. PERIOD OF PERFORMANCE

- 2.1 This Agreement will be in effect for TEN (10) years from the date of execution unless terminated earlier pursuant to Section 4 of this agreement.

3. PAYMENT

- 3.1. The CITY agrees to reimburse WSDOT for the actual direct and related indirect costs of the work covered by this Agreement, which is currently estimated to be Ten Thousand Dollars (\$10,000.00) per year in accordance to Exhibit B cost structure.
- 3.2. WSDOT shall provide the CITY with a detailed invoice each month, and the CITY agrees to make payment within Thirty (30) calendar days after the date of each invoice. Payments will be made to WSDOT: 2714 N Mayfair St, Spokane WA 99207.
- 3.3. The CITY agrees that if it does not make payment within ninety (90) calendar days after the date of a WSDOT invoice, WSDOT may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050.

4. TERMINATION

- 4.1. This Agreement may be terminated, without penalty or further liability as follows:
 - 4.1.1. Termination for Cause
This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.
 - 4.1.2. Termination for Withdrawal of Authority
This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.
- 4.2. If this Agreement is terminated prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse WSDOT for the actual direct and current applicable related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.
- 4.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. RESPONSIBILITIES

- 5.1. The CITY and WSDOT agree to meet annually at a mutually agreed upon date and time in the fall season preceding the upcoming winter season to discuss and agree upon snow and ice mitigation measures/procedures, frequency, materials to be used, equipment approvals, and communications procedures for the Roadway, shown on Exhibit A. The above meeting shall be recorded in a written record, covering the above noted items, signed by those attending the meeting, and thereafter made an exhibit to this agreement. These exhibits shall not require a formal amendment to this Agreement.

- 5.2. Any changes to the procedures in Section 5.1 and exhibits previously agreed to shall be made in writing and mutually agreed to by both Parties.
- 5.3. WSDOT shall keep a written diary of its daily snow and ice mitigation measures, if any, recording when and where measures were taken, what type and quantity of materials were used, hours of operation for the equipment and type of equipment used, labor classification and hours of personnel involved, any problems encountered and their resolution.
- 5.4. WSDOT's forces will complete snow and ice mitigation in both directions of the City's Roadway at US 2, between Deer Heights Road Mile Post 279.73 and Russell Road Mile Post 281.50. City shall not employ its forces in that area until WSDOT completes its snow and ice control and mitigation activities.
- 5.5. The CITY agrees to be solely responsible for the actual direct and indirect costs, including but not limited to, labor, equipment, and materials associated with WSDOT's snow and ice mitigation measures on the Roadway as shown on Exhibit A.

6. RIGHT OF ENTRY

- 6.1. The CITY hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees a right of entry upon the CITY's Roadway for the purpose of performing the agreed upon snow and ice mitigation measures.
- 6.2. The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

7. ADMINISTRATION AND NOTICES

- 7.1. The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for the City of Spokane:

Clint Harris
509-625-7744
ceharris@spokanecity.org

POC for WSDOT:

Matt Beattie
509-324-6538
beattim@wsdot.wa.gov

- 7.2. Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.
- 7.3. The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

8. ASSIGNMENT AND SUBCONTRACT

- 8.1. Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective

responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

9. LEGAL RELATIONS

- 9.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.
- 9.2. The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

10. INDEMNIFICATION

- 10.1. To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, 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 property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- 10.2. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 10.3. This indemnification and waiver will survive the termination of this Agreement.

11. DISPUTE RESOLUTION

- 11.1. The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the parties:
 - 11.1.1. The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

11.1.2. A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

11.1.3. In the event the POCs cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

11.1.4. In the event the entity and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both parties; however, each Party shall be responsible for its own costs and fees.

12. RECORDS AND AUDIT

12.1. All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

13. GENERAL PROVISIONS

13.1. Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

13.2. Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

13.3. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the parties.

13.4. Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

13.5. All Writings Contained Herein. This Agreement contains all of 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 the parties.

- 13.6. Venue. 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 agree that any such action or proceedings shall be brought in the superior court situated in Thurston or Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 13.7. Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 13.8. Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

14. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 14.1. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties hereto have executed this Agreement.

City of Spokane	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form for City of Spokane	Approved as to Form for Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

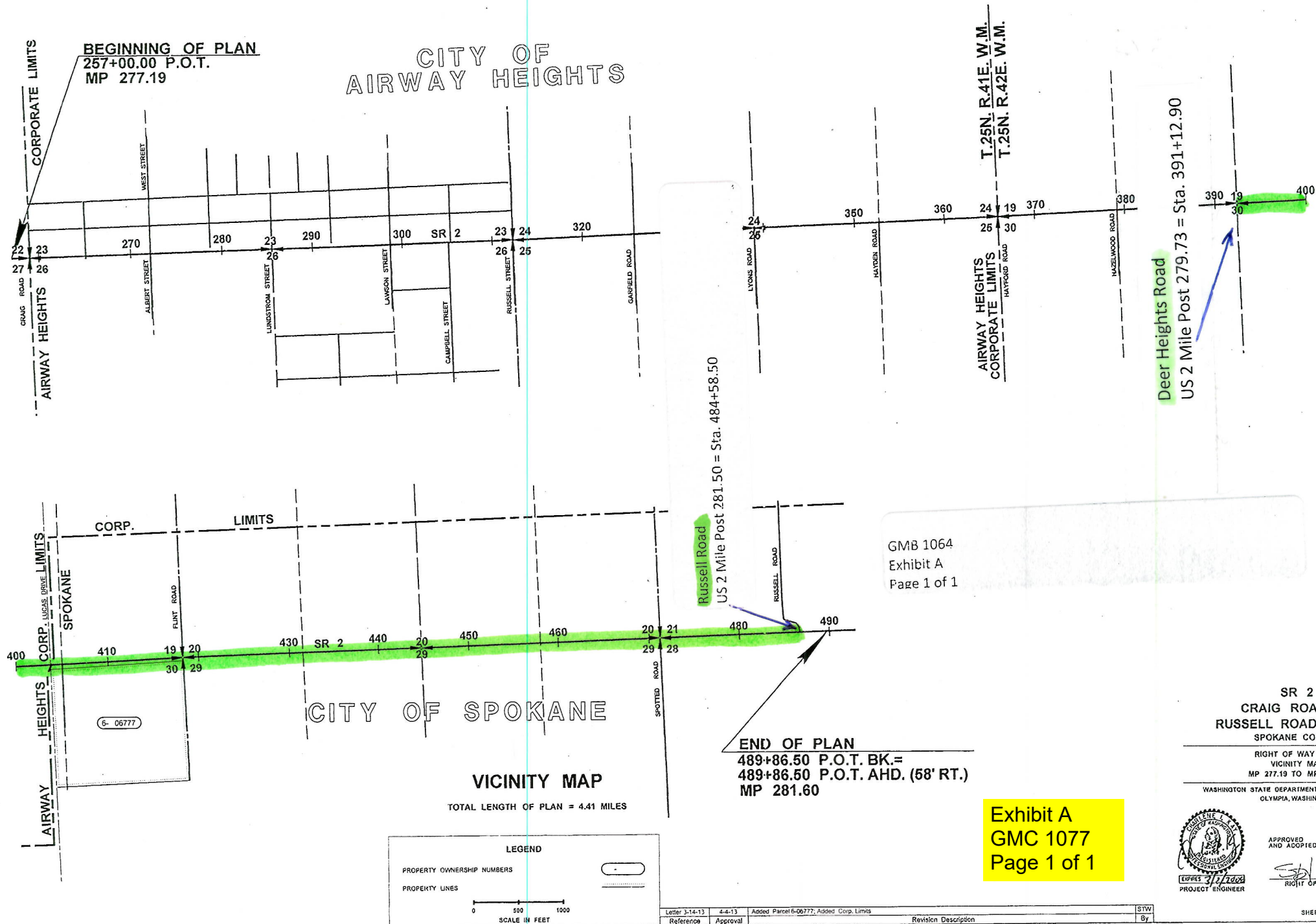


Exhibit A
GMC 1077
Page 1 of 1

**GMC 1077
Exhibit B
Cost Estimate**

Due to the weather variables it is hard to predict what weather snow and ice mitigation measures may be needed over the course of a winter and the below is an educated guess based on prior costs per lane mile for snow and ice mitigation.

Month	Cost
November	\$1,000.00
December	\$2,500.00
January	\$3,000.00
February	\$2,500.00
March	<u>\$1,000.00</u>
Total Estimated cost Of snow and ice mitigation	\$10,000.00

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/27/2026

Clerk's File #

OPR 2026-0786

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

STREET

Bid #

RFQ 6581-26

Contact Name/Phone

CLINT HARRIS 625-7744

Requisition #

MASTER

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

TUBE TRAFFIC COUNTS - IDAX

Agenda Wording

Seeking approval for a contract with IDAX Traffic Data, LLC (Murfreesboro, TN) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed \$75,000.

Summary (Background)

Bid RFQ 6581-26 was awarded to two companies - IDAX Traffic Data, LLC and Quality Counts, LLC. The Street department is seeking approval for a contract with each of the two companies to provide vehicle counts throughout the City, as needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) - Data Collection Services.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 150,000	
Current Year Cost		\$ 75,000	
Subsequent Year(s) Cost		\$ 75,000	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 0	# 1100-21700-42300-54201-99999	
Expense	\$ 0	# or various other sources	
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	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	SNYDER, JON		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Kyle Campbell kcampbell@idaxdata.com		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
rrinderle@spokanecity.org		streetaccounting@spokanecity.org	



CITY OF SPOKANE

PURCHASED SERVICE CONTRACT

**Title: PNEUMATIC TUBE TRAFFIC COUNTS (ATR) –
DATA COLLECTION SERVICES – AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **IDAX TRAFFIC DATA, LLC**, whose address is 1500 Medical Center Parkway, Box #22, Suite 4C, Murfreesboro, Tennessee 37129, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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 RFQ 6581-26 and Company's Response to Bid - Pneumatic Tube Traffic Counts (ATR) – Data Collection Services – As Needed, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on August 1, 2026, and shall run through July 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for three (3) additional one-year contract periods.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

Total compensation for Company's as-needed services under this Contract shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable sales tax, in accordance with the Pricing information contained in Exhibit B, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful

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

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. **Worker's Compensation** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the

enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors 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.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, 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 Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. 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.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

IDAX TRAFFIC DATA, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to RFQ 6581-26

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6581-26
Bid Title Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price
Bid Base Currency USD
Due Date Wednesday, July 1, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company IDAX Traffic Data, LLC
Submitted By Kyle Campbell - Wednesday, July 1, 2026 5:34:46 AM [(UTC-08:00) Pacific Time (US & Canada)]
 kcampbell@idaxdata.com 4252137345

Comments

Question Responses

Group	Reference Number	Question	Response
QUESTIONS			
	#1	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
BACKGROUND			
	#1	The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, as needed over a two-year period.	Acknowledged and Agreed
	#2	It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs.	Acknowledged and Agreed
	#3	The total combined estimated two-year expenditure is estimated to be \$150,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a two-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.	Acknowledged and Agreed
PERIOD OF PERFORMANCE			
	#1	The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	I acknowledge and agree
BIDDERS' REPRESENTATION			
	#1	BIDDERS' REPRESENTATION: Bidder by making its bid represents that it has read and understands the bidding documents. Bidder has reviewed RFQ 6581-26 Bid Document and Attachments located in the bid Documents Tab.	Acknowledged and Agreed
SCOPE OF WORK			

#12.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PRICING		
#1	<u>Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.</u>	I acknowledge and I understand
BID		
#1	Bidder Must Complete 'Bid Proposal' Pages 13 - 14 of the RFQ 6581-26 bid document in the 'Documents' tab, complete, and upload the completed document here:	Bid Proposal.pdf
#2	Evaluation: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.	Acknowledged and Understood
#3	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	Cover Letter.pdf
ADDENDA		
#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter ZERO.	0
BIDDER INFORMATION		
#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Kyle Campbell, (425) 213-7345, kcampbell@idaxdata.com
#2	DocuSign Point of Contact: Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract:	Kyle Campbell
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Washington
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington for additional resources (https://my.spokanecity.org/business/doing-business) . If the Bidder does not believe it is required to obtain a business registration, complete the Business License Exemption Request Form and submit to City Taxes & Licensing to request an exemption status determination. (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Agreed
#2	City of Spokane Business Registration Number:	0
MINORITY BUSINESS ENTERPRISE		

#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
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 Bidder 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 selected Bidder's review and approval at the time of a requested contract. The Selected Bidder's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
INVOICING		
#1	Invoicing. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab? 	No Exceptions Taken
1.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PAYMENT		
#1	Payment. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#2	If you took exception as stated in RFQ 6581-26, explain in detail.	
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this ITB.	Certifies No Agreement Was Entered
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
#1.1	EXCEPTIONS: If you took exception above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	

#4	If you have additional information/documents to submit, upload them here.	
#5	If you have additional information/documents to submit, upload them here.	

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # RFQ 6265-25

Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price

ALL-INCLUSIVE UNIT PRICE DEFINED: All-Inclusive Unit Price is defined as a single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.

UNIT PRICING: Shall remain firm throughout the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice from the "anniversary date of award". All Unit Pricing increases will be provided with justification for such price increase and must be agreed upon by both parties.

EVALUATION: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.

QUANTITIES: The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.

PAYMENT: Awarded Vendors shall receive a unit priced contract, August 1, 2026 through October 31, 2027, for a not-to- exceed annual amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.

SALE TAX. 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 unit pricing. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has 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 Unit Prices listed in this bid proposal is tendered as an offer to do all work, furnish all labor, traffic control, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described in bid documents and attachments. The bidder proposes to do the services at the following unit prices:

August 1, 2026 Through October 31, 2027.

Prices shall be firm throughout the first year of contract period.

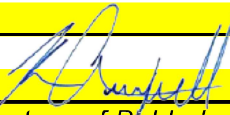
Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice for the "anniversary date of award".

DESCRIPTION	All-Inclusive Cost Per 72-Hour Count	Advance Lead Time Required To Perform Service
Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	\$ <u>\$425</u>	<u>10</u> Calendar Days
DESCRIPTION	All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City	
Should the City request Vendor to provide a count-period greater than a 72-hour count period, Vendor shall state its all-inclusive cost for each exceeding hour.	\$ <u>\$4</u>	

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

Name of Bidder: IDAX Traffic Data, LLC



Signature of Bidder's Authorized Representative

Printed Name Kyle Campbell

Title Vice President

Email Address: kcampbell@idaxdata.com

Phone (425) 213-7345

June 27, 2026

Rick Rinderle, Bid Coordinator

City of Spokane, Purchasing Department
915 N. Nelson Street, Spokane, WA 99202

RE: RFQ 6581-26, Pneumatic Tube Traffic Counts (ATR), Data Collection Services, As-Needed

Dear Mr. Rinderle and Members of the City Council:

IDAX Traffic Data, LLC submits this Bid in response to RFQ 6581-26. IDAX is engaged in the business of providing traffic-counting vehicle classification data and has conducted traffic counting for more than two years within the last five years; the firm has operated since 2013. IDAX has read and understands the RFQ specifications and Terms and Conditions and will comply with all requirements, unless otherwise mutually agreed with the City.

Count services IDAX provides

Pneumatic Tube (ATR) classification, speed, volume, and gap counts; manual counts; and video collection. IDAX also performs turning-movement counts, travel-time and origin-destination studies, pedestrian and bicycle counts, and parking and curbside utilization. These services are available to the City under the RFQ provision for additional count types.

Key representations

- IDAX is a Washington-licensed firm and will perform all work in accordance with the FHWA Traffic Monitoring Guide, HPMS, and the WSDOT short-count guides referenced in the RFQ.
- **Arne Kallas, Project Manager**, will serve as the City's designated representative and primary point of contact, available during regular City business hours, at akallas@idaxdata.com or (651) 757-7994.
- **Kyle Campbell, VP of Sales & Operations**, provides quality control and overall project oversight for this contract.
- Upon award, IDAX will furnish Certificates of Insurance meeting the required limits and naming the City of Spokane as Additional Insured, and will execute the contract within the time required.
- IDAX will not subcontract any portion of this work without the prior written consent of the City.

Please direct any questions to Arne Kallas at (651) 757-7994 or akallas@idaxdata.com.

Thanks,

Kyle Campbell | VP, Sales and Operations



kcampbell@idaxdata.com

Cell: (425) 213-7345

www.idaxdata.com

(Authorized Representative)



< Business Lookup

License Information:

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

Entity name: IDAX TRAFFIC DATA, LLC

Business name: IDAX

Entity type: [Limited Liability Company](#)

UBI #: 605-964-230

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1500 MEDICAL CENTER PARKWAY BOX #22
STE 4C
MURFREESBORO TN 37129

Mailing address: 1500 MEDICAL CENTER PARKWAY BOX #22
STE 4C
MURFREESBORO TN 37129

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

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

< Page 1 of 2 >

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bainbridge Island General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Bellingham General Business	079834			Active		Sep-24-2025
Covington General Business - Non-Resident				Active	Sep-30-2026	Oct-06-2025
Fife General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Lakewood General Business - Non-Resident				Active	Jun-30-2027	Jun-15-2026
Mercer Island General Business - Non-Resident	251306			Active	Sep-30-2026	Sep-26-2025
Mill Creek General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Milton General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Mountlake Terrace General				Active	Sep-30-2026	Sep-25-2025

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Business - Non-Resident						
Redmond General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Ruston General Business - Non-Resident				Active	Oct-31-2026	Oct-28-2025
Sammamish General Business - Non-Resident				Active	Sep-30-2026	Sep-26-2025
SeaTac General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025
Sequim General Business - Non-Resident				Active	Sep-30-2026	Oct-03-2025
Spokane General Business - Non-Resident				Active	Sep-30-2026	Sep-24-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HELIX TRAFFIC SOLUTIONS	

The Business Lookup information is updated nightly. Search date and time: 7/9/2026 7:36:34 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/27/2026

Clerk's File #

OPR 2026-0787

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

STREET

Bid #

RFQ 6581-26

Contact Name/Phone

CLINT HARRIS 625-7744

Requisition #

MASTER

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

TUBE TRAFFIC COUNTS - QUALITY COUNTS

Agenda Wording

Seeking approval for a contract with Quality Counts, LLC (Athol, ID) for vehicle counts throughout the City as needed from 8/1/2026-7/31/2028 at a total cost not to exceed \$75,000.

Summary (Background)

Bid RFQ 6581-26 was awarded to two companies - IDAX Traffic Data, LLC and Quality Counts, LLC. The Street department is seeking approval for a contract with each of the two companies to provide vehicle counts throughout the City, as needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) - Data Collection Services.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 150,000	
Current Year Cost		\$ 75,000	
Subsequent Year(s) Cost		\$ 75,000	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 0	# 1100-21700-42300-54201-99999	
Expense	\$ 0	# or various other funding sources	
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	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	SNYDER, JON		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Dan Franz dfranz@qualitycounts.net		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
rrinderle@spokanecity.org		streetaccounting@spokanecity.org	



CITY OF SPOKANE

PURCHASED SERVICE CONTRACT

**Title: PNEUMATIC TUBE TRAFFIC COUNTS (ATR) –
DATA COLLECTION SERVICES – AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **QUALITY COUNTS, LLC**, whose address is 1667 Kelso Lake Road, Athol, Idaho 83801, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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 RFQ 6581-26 and Company’s Response to Bid - Pneumatic Tube Traffic Counts (ATR) – Data Collection Services – As Needed, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on August 1, 2026, and shall run through July 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for three (3) additional one-year contract periods.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

Total compensation for Company’s as-needed services under this Contract shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable sales tax, in accordance with the Pricing information contained in Exhibit B, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company’s negligence or willful

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

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. **Worker's Compensation** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the

enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors 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.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, 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 Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. 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.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

QUALITY COUNTS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to RFQ 6581-26

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6581-26
Bid Title Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price
Bid Base Currency USD
Due Date Wednesday, July 1, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Quality Counts
Submitted By Rebekah Hirschman - Wednesday, July 1, 2026 8:13:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
 westmarketing@qualitycounts.net 971.223.0000

Comments

Question Responses

Group	Reference Number	Question	Response
QUESTIONS			
	#1	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
BACKGROUND			
	#1	The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, as needed over a two-year period.	Acknowledged and Agreed
	#2	It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs.	Acknowledged and Agreed
	#3	The total combined estimated two-year expenditure is estimated to be \$150,000 or less, to be allocated among the multiple awards made. Each awarded Vendor will receive a two-year unit price contract, for a not to exceed amount, and upon completed and accepted performance by Vendor, the City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.	Acknowledged and Agreed
PERIOD OF PERFORMANCE			
	#1	The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	I acknowledge and agree
BIDDERS' REPRESENTATION			
	#1	BIDDERS' REPRESENTATION: Bidder by making its bid represents that it has read and understands the bidding documents. Bidder has reviewed RFQ 6581-26 Bid Document and Attachments located in the bid Documents Tab.	Acknowledged and Agreed
SCOPE OF WORK			

#12.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PRICING		
#1	Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	I acknowledge and I understand
BID		
#1	Bidder Must Compete 'Bid Proposal' Pages 13 - 14 of the RFQ 6581-26 bid document in the 'Documents' tab, complete, and upload the completed document here:	Spokane RFQ 6581-26 1.pdf
#2	Evaluation: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.	Acknowledged and Understood
#3	Bidders must submit cover letters stating qualifications for supplying services to the City of Spokane. Upload Letter Document.	Cover Letter.pdf
ADDENDA		
#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter ZERO.	ZERO
BIDDER INFORMATION		
#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Dan Franz, dfranz@qualitycounts.net, 916.730.2478
#2	DocuSign Point of Contact: Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract:	Dan Franz, dfranz@qualitycounts.net, 916.730.2478
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Limited Liability Company in Oregon
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington for additional resources (https://my.spokanecity.org/business/doing-business) . If the Bidder does not believe it is required to obtain a business registration, complete the Business License Exemption Request Form and submit to City Taxes & Licensing to request an exemption status determination. (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Agreed
#2	City of Spokane Business Registration Number:	602626376
MINORITY BUSINESS ENTERPRISE		

#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
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 Bidder 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 selected Bidder's review and approval at the time of a requested contract. The Selected Bidder's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
INVOICING		
#1	Invoicing. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab? 	No Exceptions Taken
1.1	If you took exception as stated in RFQ 6581-26, explain in detail.	
PAYMENT		
#1	Payment. Do you take exceptions as stated in the RFQ 6581-26 bid document, located in the 'Documents' tab?	No Exceptions Taken
#2	If you took exception as stated in RFQ 6581-26, explain in detail.	
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this ITB.	Certifies No Agreement Was Entered
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
#1.1	EXCEPTIONS: If you took exception above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	

#4	If you have additional information/documents to submit, upload them here.
#5	If you have additional information/documents to submit, upload them here.



CITY OF SPOKANE
Purchasing Center
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

REQUEST FOR QUOTE

RFQ NUMBER: **6581-26**

TITLE: **Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price**

BID COORDINATOR: Rick Rinderle, City of Spokane
Purchasing Department

QUESTION DEADLINE: **Wednesday, June 24, 2026, at 9:00AM.**

BID DUE DATE: **Wednesday, July 1, 2026**

TIME: 9:00 AM

Bid Submittal:

All Bids shall be submitted electronically through the ProcureWare online procurement system portal:
<https://spokane.procureware.com> before the bid due date and time.

BID SUBMITTED BY:

COMPANY_____

MAILING ADDRESS_____

PHYSICAL ADDRESS_____

PHONE NUMBER_____

E-MAIL ADDRESS_____

Rick Rinderle

**Rick Rinderle
Purchasing**

BACKGROUND

1. The City of Spokane, Street Department is initiating this Request for Quote (RFQ) to solicit Bids from Vendors to provide vehicle classification counts throughout the City, as-needed via Pneumatic Tube Traffic Counts on arterials, via Automatic Traffic Records (ATR) – Data Collection Services, during the annual collection season from April 1st to October 31.
- 1.1 It is anticipated that there will be several unit-price contracts awarded from this RFQ to enable the Street Department the flexibility to allocate service request among awarded Vendors to prevent inundation, and to best meet City's needs.
- 1.2 The total combined two-year annual expenditure is estimated to be \$150,000 or less, to be allocated among the multiple awards made. Awarded Vendor(s) would receive a two-year base-period, unit price contract, to be valid from approximately August 1, 2026 and to end on July 31, 2028, for a not-to-exceed amount. The City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted.
- 1.3 Unit pricing shall remain firm throughout the first year, August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS.

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Bid Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than **9:00 AM on the bid due date**.

2. BIDDERS' REPRESENTATION.

Each bidder by making its bid represents that it has read and understands the bidding documents.

3. SUBSTITUTIONS.

- A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.
- B. No substitution will be considered unless written request has been submitted to the City department representative for approval at least five (5) days prior to the date for receipt of bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, manufacturer,

warranty, availability of qualified and trained installers, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

- C. If the City department representative approves any proposed substitution, the approval will be set forth in an addendum.

4. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing submitting ALL questions through the Bid's Clarification Tab within ProcureWare. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.

6. **BIDDING ERRORS.**

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid.

7. **REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

8. **BIDDER PREQUALIFICATION.**

Bidder must be licensed to do business in the State of Washington.

Bidder must be engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years.

Prior to the award of contract, the apparent successful bidder(s) shall be required to submit evidence of sufficient facilities, equipment, certified or trained workers with project experience and financial ability to ensure completion of the work, unless waived by the City.

9. **AWARD OF CONTRACT.**

Award of contract(s), when made by the City, will be to the lowest responsive responsible bidder(s). INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.

10. **MULTIPLE AWARDS**

More than one Contract may be awarded to enable Street Department the flexibility to allocate service requirements among awarded Vendors to prevent inundation, and to best meet City's needs. Award of Contract(s) will be to the Bidders whose Bids are most favorable to the City. Resulting optional (non-exclusive) use.

The City reserves the right to select among awarded Vendors when requesting services. Items that may impact the City's decision to request service(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's Unit Pricing, Vendor's Availability and Lead Time.

11. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance, unless otherwise mutually agreed by the City and Contractor.

12. **PAYMENT.**

Bidder acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30, after the accepted of performance of requested services and acceptance of required data reports. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

13. **INVOICING.**

Invoices must be submitted to StreetAccounting@spokanecity.org within 30 days of acceptance of requested services to include acceptance of required data reports. • All Invoices shall include type of services performed and the Street's point-of-contact who requested services and who approved completed services. • Invoices shall reference and list OPR #2026-XXXX. • The City shall issue payment(s) in the applicable amount(s) sent forth per Contract for actual services requested, performed, and accepted. Original invoices are required and shall not be approved for payment until requested services have been accepted.

14. **CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

15. **PERIOD OF PERFORMANCE.**

Generally, the data collection season is from April 1st to October 31, as studded tires are legal from November 1st to March 31st and are damaging to Pneumatic Tubes.

The two-year base-period of performance of any contract(s) resulting from this RFQ is scheduled to begin on or about August 1, 2026 and to end on July 31, 2028. Pricing shall remain firm throughout the first-year August 1, 2026 through July 31, 2027. The contract may be renewed for three (3) additional one-year contract periods, August 1, 202x through July 31, 202x, with annual price adjustments. The total contract period not to exceed five (5) years. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.

16. **GUARANTY.** The Vendor guarantees submitted data collection reports for one (1) year following acceptance. If any unsatisfactory conditions are later realized within that time, the Vendor shall immediately take needed actions place to satisfactory resolve any note issues, to include reperformance at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.

17. **LIQUIDATED DAMAGES.** In the event the bidder is awarded the contract and fails to complete as-needed requested services within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$0.00 per working day until the work is satisfactorily completed.

18. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response

19. **OWNERSHIP OF DOCUMENTS.**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

20. **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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.

Certificate of Insurance shall state Certificate Holder: City of Spokane, 808 W Spokane Falls Blvd Spokane, WA 99201.

21. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procureware.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on "**Bids**" located on the left hand column.
- II. Find the applicable project and click the "**Project Number**".
- III. Click on the "**Response**" tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on "**Browse**" for each item.
- V. Click on the "**Pricing**" tab and enter pricing as requested. A "**Comment**" field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow "**Question Response and Pricing Response**" information message will change from incomplete to complete. Then the "**Submit**" button will become available.
- VII. Click the "**Submit Bid**" button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the "**I Accept and Submit this Bid**" button.
- VIII. If you want to remove your bid, click the red "**Withdraw Bid**" button in the "**Response**" tab for the appropriate bid.

SCOPE OF WORK

1. Awarded Vendor will be responsible for furnishing all labor, traffic control, materials, tools, equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the services described in this RFQ and referenced specifications. The apparent silence or omission as to any detail of any services to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the specifications shall be interpreted on this basis.
2. The awarded Vendor shall provide Pneumatic Tube Traffic Counts, via Automatic Traffic Records (ATR) – Data Collection Services, throughout the City of Spokane, as-needed, providing the Street Department with vehicle classification counts. Vendor must be able to conduct and complete traffic counts at multiple locations simultaneously, if required, and deliver completed post processed reports in electronic format to the City. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.
3. SERVICE DESCRIPTION.
 - Generally, the data collection season is from April 1st to October 29th (studded tires are legal from Nov 1st to March 31st and are damaging to tubes).
 - Tubes perpendicular to traffic flow.
 - Correct and even separation, according to manufacturer.
 - Tubes correctly stretched (differs depending on temperature). Too tight will pinch off air pulses, too loose will cause tubes to roll, no longer be perpendicular to traffic or cause a double hit slap.
 - Avoid large puddles where tubes may siphon water.
 - Avoid stretching tubes across large voids where vibration can cause “double hits”.
 - Count location for no less than 48hours.
 - Count arterials between cross arterials.
 - Do not place tubes near intersections, driveways, or alleyways (avoiding diagonal hits).
 - Do not secure chain for counter to private property.
 - Depending on signal and corridor, place tubes a sufficient distance from signals.
 - Do not place tubes on a curve.
 - Do not place tubes in a location where they can be parked on or will be consistently stopped on (i.e. too close to a controlled intersection where vehicle backups may occur).
 - Do not place tubes in a location where a traffic queue will build up on them (i.e. too close to a controlled intersection where vehicle backups may occur).
 - Classification count set up generally used (unless count is in the Central Business District).
 - Counters tested annually.
 - Tubes tested monthly.
 - Tube length between 40’ and 60’.
 - Set equipment timepiece prior to installation.
 - Scheduling when to set counters
 - Researching when traffic generating events such as fairs, concerts, sporting events, etc. are occurring.

- Researching when traffic adjusting events such as street construction, signal changes, Avista gas valve changes, etc. are occurring.
- Place mastic correctly to reduce chances of double counts

4. TECHNICAL REQUIREMENTS: Classifying vehicles is a critical component of collecting traffic data.

5. APPLICABLE LAWS AND STANDARDS.

The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:

5.1 Traffic Monitoring Guide (TMG) Federal Highway Administration (FHWA), October 2016

https://www.fhwa.dot.gov/policyinformation/tmgguide/tmg_fhwa_pl_17_003.pdf

5.2 U.S. Department of Transportation Federal Highway Administration "Highway Performance Monitoring System (HPMS). – Section 3.2 "Best or Most Common Practices", November 7, 2014

<https://www.fhwa.dot.gov/policyinformation/hpms/volumeroutes/ch3.cfm#a2>

5.3 Washington State Department of Transportation (WSDOT), "Short Count Factoring Guide" March 2026

<https://wsdot.wa.gov/sites/default/files/2026-04/Short-Count-Factoring-Guide-2026.pdf>

5.4 WSDOT, "Guide for Interpreting Short Duration Traffic Count Reports" May 2020

https://www.wsdot.wa.gov/mapsdata/travel/pdf/Guide_for_Interpreting_Short_Duration_Traffic_Count_Reports.pdf

6. QUALIFICATIONS.

6.1. Be a company engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years.

6.2. Involved personnel must have a minimum of two years' experience within the last five years in conducting and managing vehicle classification counts for federal, state or local governmental entities or institutes of higher education.

6.3. The respondent shall submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed for two years within the past five years. References shall illustrate respondent's ability to provide the services outlined in the specification.

6.4. Subcontracting is not permitted under this contract without prior written consent of the City.

7. PNEUMATIC TUBE COUNT (ATR).

7.1 Installation and maintenance of counters and associated equipment is the sole responsibility of the Vendor.

7.1.1 Any work on the roadway where there will be a disruption of roadway traffic will require a minimum of 48-hour notice during regular business days. Any lane closures will require a City obstruction permit and will be paid at the Firm's cost. Work in the travel lanes shall not be allowed between the hours of 7-9 a.m. and 3-6 p.m. without prior authorization by the Street Department POC. Vendor shall present for approval to the Streets Department POC a verbal proposal, followed up by email, outlining the sequence of the work that was verbally discussed. Any work requiring traffic control

shall be accompanied by a traffic control plan for approval by the agreement administrator prior to working on the road. Any permit fees required to complete the work shall be reimbursed as an invoice item. Mark-up for permit fees will not be paid.

- 7.1.1.1 Any temporary traffic control shall be furnished and paid by the Vendor. Any traffic control required to complete the work shall be reimbursed as an invoice item. Associated cost for traffic control would be addressed should need arise, and a determination would be made if cost would or would not be subject to prevailing wage, requiring and intents or affidavits to be filed.

7.2 ACCURACY:

- 7.2.1 All counters must be tested annually, prior to the count season, to ensure that their count deviation does not exceed 2%. Documentation to be provided by Contractor to City.
- 7.2.2 All counters must be checked against a simultaneous manual count at the beginning of a count. The device and the manual count must be taken for at least two hours at the location requested. The classification device must be within 5% of the manual count in each vehicle category. The volume recorded by the device must be within 3% of the volume determined by the manual count. The total classification recorded must assign no more than 10% of total traffic to the "unclassified" category.
- 7.2.3 Acceptable counts will be conducted in compliance with the FHWA Traffic Monitoring Guide. This program is designed to utilize, at a minimum, 48-hour short counts, to produce AADTs with a confidence level of 95% as the criterion of the coverage count program.
- 7.2.4. Pneumatic tubes for Classification counts shall not cover more than two lanes.
- 7.2.5 Equipment must be inspected daily for damage and vandalism.
- 7.3. CLASSIFICATION: Vehicle classification counts will be based on the FHWA 13 Vehicle Category Classification described in the FHWA TMG, with an additional column for unclassified vehicles. See Appendix A.

8. PERFORMANCE.

- 8.1 Vendor will designate a representative who will be available during regular City business hours to serve as a primary contact for the City.
- 8.2 The Street Department, will request as-needed services, via email with Vendor, or the Street Department may request Vendor propose location(s) and date(s) of count to be communicated to the City for review and approval.
- 8.3 Vendor must provide Street Department point of contract (POC) who requested service, a written confirmation, via email, of all service request with 48 hours of receipt during regular workdays.
 - 8.3.1 Vendor must coordinate with Street POC who requested services confirming requested services would be completed as requested, or jointly reach a mutual agree developing a time line when requested services would be completed.
 - 8.3.1.1 Exceptions will be allowed for delays that are beyond the control of the Vendor. These include changes made by the request of Street Department POC who requested services, unforeseen road closures or detours, and hazardous weather such as snow and ice that makes it impossible to count.

The Vendor must notify, in writing (email), the agreement administrator immediately of work delays and request a new deadline for completion of the work.

9. SAFETY.

All counting operations are to be conducted with the safety of the crew and motoring public as the priority. The contractor shall follow all Department of Transportation safety requirements and recommendations. Should the contractor conclude that data collection at any site is not possible or presents unacceptable risk, the Contractor shall notify the City in writing within five calendar days of the site visit. Notification shall consist of identification of the location and a full description of the problem.

10. ACCURACY.

- 10.1 Any traffic count or report deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.
- 10.2 Unless specifically requested by the City, no part of a regularly scheduled Week Day or Weekend count may contain data collected during holiday intervals observed by the City.
- 10.3 Unless specifically requested by the City, no part of a regularly scheduled Week Day or Weekend count may contain data collected during holiday/break intervals observed by the local school districts.
- 10.4 Device timepieces are to be synchronized to the national standard prior to any count starting.
- 10.5 Unless specifically requested by the City, a count will not be performed on a Monday or Friday.
- 10.6 If traffic flow is affected directly or indirectly by construction work or any other abnormal condition (fairs, events, etc.) at the time data collection begins, or while traffic data collection is in progress, the Vendor shall immediately stop data collection and notify the City.
- 10.7 All requests are for new counts, the use of existing counts with growth rates applied are not acceptable.

11. PROCESSING:

- 11.1 Ensure that the equipment ID# is clearly shown on each traffic count sheet.
- 11.2 If applicable, ensure that the City count station ID# is clearly shown on each traffic count sheet.
- 11.3 Provide raw data only; do not apply any factoring (seasonal, growth, etc.).
- 11.4 Excel files in fifteen minute intervals to be supplied to City.
- 11.5 PDF reports (formatted similar to City of Spokane reports) in sixty minute intervals to be supplied to City.
- 11.6 Manual counts taken during count process to be supplied to the City.
- 11.7 For multi-direction counts, Direction 1 on reports will be NB or EB traffic, Direction 2 will be SB or WB traffic.

11.8 Example File naming format shall be "Division04200N (L6) Spd:

11.8.1 Road-name. "Division"

11.8.2 Five space place holder for block number location. "04200N"

11.8.3 Type of count taken. "(L6)"

11.8.4 On pdf reports, include type of report. "Spd", "Vol", "Class"

12 **EXPANSION FOR NEW WORK:** Any resulting Contract scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section, and/or not specified in the original ITB as intended work for the resulting Contract) 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 Contractor 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 Contract. 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.

PRICING

1. **Definition:** All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hour count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.
2. **Sales Tax:** 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 bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the Vendor or paid by the City as use tax
3. Awarded Vendor(s) shall receive a unit-priced contract for a not-to-exceed amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.
- 3.1 Payment will only be made for accurate and complete traffic counts inclusive of reports. There will be not payment for partial or inaccurate data. Any traffic count or report deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.
4. **Quantities:** The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.
5. Bidder must complete "RFQ Pricing Page" and submit with its bid to be consider responsive.

- 5.1 Unit Pricing will remain firm for the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter.
- 5.2 The Vendor must request unit price adjustments in writing with a minimum of thirty (30) day advance notice from the “anniversary date of award”. Backup documentation must be included to help substantiate the Vendor's request. Pricing adjustments must be agreed upon by both parties.
- 5.3 Price adjustments must apply to all or broad classes of customers and shall in no way single out the City.
- 5.4 Retroactive price increase adjustments will not be considered.
- 5.5 Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Contract.
6. **ADDITIONAL TYPES OF TRAFFIC COUNTS.** To ensure the City needs are met at any future point(s) in time during the life of resulting contract, to include any renewals, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional that additional type(s) of vehicle classification counts in addition to Pneumatic Tube Count (ATR), and if so, the City would obtain Vendor(s) applicable unit pricing, that would be subject to annual pricing adjustments, and the City would reserve the right to request additional types of traffic counts from Vendor(s) via an Amendment to Contract.

BID EVALUATION

1. Award of contract(s) will be to lowest responsive responsible bidder(s).
2. For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.
3. To assist in determining responsible-bidder, Bidder must submit a cover letter attesting it is engaged in the business of providing traffic counting vehicle classification data by conducting traffic counting for a minimum of two years within the last five years, and state types of count services provided (e.g.: Tube, Manual, Video...)

ATTACHMENTS

Bid Proposal Pricing Pages (Page Numbers 13 and 14)

Must Be Completed And Uploaded Into ProcureWare

FHWA's 13 Vehicle Category Classification (Page Number 15)

Terms and Conditions (5 pages) Located in the 'Documents' tab of the ProcureWare Bid.

These Next Two Pages (Pages #13 - 14) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Response Tab, Bid Section Question Number #1.

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # RFQ ~~xxxx~~-26

Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed -Unit Price

ALL-INCLUSIVE UNIT PRICE DEFINED: All-Inclusive Unit Price is defined as a single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.

UNIT PRICING: Shall remain firm throughout the first year, 8/1/2026-7/31/2027. Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice from the "anniversary date of award". All Unit Pricing increases will be provided with justification for such price increase and must be agreed upon by both parties.

EVALUATION: For evaluations, Bidder's all-inclusive unit price (as defined) to accomplish a 72-hour count per-location would be compared, and Bidder's All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City.

QUANTITIES: The City cannot guarantee annual quantities of counts locations required. It is estimated that a count-period-time per location would be for a minimum of 72 hours, between Monday through Friday. Counts would only be requested when weather permits and road conditions are acceptable.

PAYMENT: Awarded Vendors shall receive a unit priced contract, August 1, 2026 through October 31, 2027, for a not-to- exceed annual amount. Orders will be placed as needed throughout contract term. Payment would only be made for actual services requested, performed and accepted, in accordance with the current contract unit pricing.

SALE TAX. 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 unit pricing. All submissions shall be tabulated by the City who will apply the applicable sales tax rate to bids.

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has 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 Unit Prices listed in this bid proposal is tendered as an offer to do all work, furnish all labor, traffic control, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described in bid documents and attachments. The bidder proposes to do the services at the following unit prices:

August 1, 2026 Through October 31, 2027.

Prices shall be firm throughout the first year of contract period.

Annual Unit Pricing Adjustments will be considered on an annual basis thereafter, in writing with a minimum of thirty (30) day advance notice for the "anniversary date of award".

DESCRIPTION	All-Inclusive Cost Per 72-Hour Count	Advance Lead Time Required To Perform Service
Definition: All-Inclusive Unit Price is defined as: A single, firm-fixed, flat fee cost comprised of all costs and any expenses necessary to accomplish a 72-hours count per-location, between Monday through Friday, "and" to produce and provided properly formatted reports required under the contract. It does not include Washington state sales tax.	\$ <u>660</u>	<u>2</u> Calendar Days
DESCRIPTION	All-Inclusive Cost Per Hour Exceeding a 72-Hour Count Period as Requested by the City	
Should the City request Vendor to provide a count-period greater than a 72-hour count period, Vendor shall state its all-inclusive cost for each exceeding hour.	\$ <u>9</u>	

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) and agrees that their requirements have been included in this bid proposal.

Name of Bidder: Quality Counts


Signature of Bidder's Authorized Representative

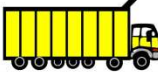
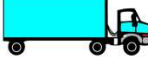
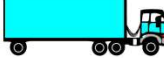
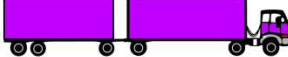
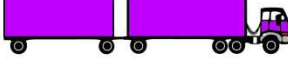
Printed Name Dan Franz

Title Director of Operations

Email Address dfranz@qualitycounts.net

Phone 503 620 4242

FHWA's 13 VEHICLE CATEGORY CLASSIFICATION

Class 1 Motorcycles		Class 7 Four or more axle, single unit	
Class 2 Passenger cars			
			
		Class 8 Four or less axle, single trailer	
			
Class 3 Four tire, single unit			
		Class 9 5-Axle tractor semitrailer	
			
Class 4 Buses		Class 10 Six or more axle, single trailer	
			
		Class 11 Five or less axle, multi trailer	
Class 5 Two axle, six tire, single unit		Class 12 Six axle, multi-trailer	
			
		Class 13 Seven or more axle, multi-trailer	
Class 6 Three axle, single unit			
			
			



City of Spokane
Purchasing & Contracts
915 N. Nelson St.
Spokane, WA 99202

Re: RFQ #6581-26 – Pneumatic Tube Traffic Counts (ATR) – Data Collection Services, As-Needed – Unit Price

Dear Mr. Rinderle,

It is our pleasure to submit this quote to provide Pneumatic Tube Traffic Counts (ATR) – Data Collection Services to the City of Spokane. Quality Counts (QC) is a nationwide leader in traffic data collection with more than 20 years of experience supporting state DOTs, MPOs, counties, municipalities, and engineering consultants. We are engaged in the business of providing traffic counting and vehicle classification data and have continuously performed these services for well over two decades. Our capabilities include pneumatic tube counts, video-based traffic counts, turning movement counts, pedestrian and bicycle counts, speed studies, travel time studies, vehicle classification counts, and other traffic data collection services used to support transportation planning, engineering, and operations.

QC is already a trusted partner to the City of Spokane. Since being awarded the City's Traffic Data Collection On-Call Services contract in 2025, we have successfully supported Spokane with responsive, accurate, and reliable traffic data collection services. Because our local team, equipment inventory, project management staff, and established communication processes are already in place, this contract represents a seamless extension of our existing services. Adding pneumatic tube ATR counts to our current workload requires no additional infrastructure or mobilization effort and fits naturally into the workflows we have established with City staff over the past year.

Firm Experience & Local Presence – QC has maintained a strong presence in eastern Washington since 2021 through our Athol, Idaho office, allowing us to provide rapid response throughout the Spokane region. Dan Franz, located just minutes from Spokane, will serve as Project Manager and primary point of contact for the City. Our local staff regularly perform traffic data collection throughout eastern Washington and are familiar with Spokane's roadway network, permitting processes, scheduling requirements, and seasonal conditions. This local presence enables us to respond quickly to as-needed requests while maintaining consistent communication and dependable turnaround times.

Qualifications & Capacity – QC exceeds the qualifications established in this RFQ. We have conducted traffic counting and vehicle classification services for hundreds of public agencies nationwide, including numerous Washington agencies. Our technicians are experienced in installing, maintaining, and validating pneumatic tube counters in accordance with FHWA Traffic Monitoring Guide recommendations and WSDOT guidance. Our quality assurance procedures include equipment calibration and testing, manual count validation, routine field inspections, and thorough post-processing review to consistently deliver accurate vehicle classification data and reports meeting agency requirements. Our extensive equipment inventory and experienced field staff also allow us to complete multiple simultaneous assignments while maintaining the responsiveness required for on-call services.

Reliable Delivery & Proven Performance – QC understands the City's expectations for accurate vehicle classification counts, timely communication, and dependable service throughout the annual collection season. Our established Spokane team is already accustomed to coordinating as-needed task requests, scheduling installations around weather, construction, and special events, and delivering complete electronic reports in the formats required by our clients. Because we are already supporting the City under its existing traffic data collection contract, we can immediately integrate these ATR assignments into our ongoing operations while providing the same high level of responsiveness and quality the City has come to expect.

Quality Counts, LLC

1667 KELSO LAKE RD. ATHOL, ID 83801

P: 971.223.0000 | F: 954.692.9086 | QualityCounts.net



QC has no current or former employees from participating agencies on our staff or governing board within the last twelve months. We acknowledge and agree to comply with all requirements, specifications, and terms outlined in RFQ #6581-26.

We appreciate the opportunity to continue serving the City of Spokane and look forward to expanding our partnership through this contract. Thank you for your consideration. If you have any questions, please feel free to contact me directly at 916.730.2478 or dfranz@qualitycounts.net

Sincerely,

Dan Franz
Director of Operations

[<](#) Business Lookup

License Information:

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

Entity name:

QUALITY COUNTS LLC

Business name:

QUALITY COUNTS LLC

Entity type:

[Limited Liability Company](#)

UBI #:

602-626-376

Business ID:

001

Location ID:

0002

Location:

Active

Location address:

15615 SW 74TH AVE
STE 100
TIGARD OR 97224-7998

Mailing address:

15615 SW 74TH AVE
STE 100
TIGARD OR 97224-7998

Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Kelso General Business - Non-Resident	A043770			Active	Feb-28-2027	Feb-12-2026
Ridgefield General Business - Non-Resident				Active	Mar-31-2027	Mar-31-2026
Spokane General Business - Non-Resident				Active	Feb-28-2027	Feb-28-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUMMINGS, TRAVIS PERRY	Manager
QC HOLDINGS, INC.	

The Business Lookup information is updated nightly. Search date and time: 7/9/2026 7:38:20 AM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2026

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 Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling/EPIC COI Team PHONE (A/C, No. Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Massachusetts Bay Insurance Company		22306
INSURER B: Allmerica Financial Benefit Ins Co		41840
INSURER C: The Hanover Insurance Company		22292
INSURER D: SiriusPoint Specialty Insurance Corp		16820
INSURER E: Coalition Insurance Solutions, Inc.		29530
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 983740096**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 ☐ CLAIMS-MADE ☒ OCCUR ☒ WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ZD2J63800002	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AW2J61461002	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	UH2J63800102	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WD2J90576701	2/1/2026	2/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Prof Liab incl. Pollution Cyber Liability		Y	PROVAE000021401 C4LPX220715CYBER2026	2/1/2026 2/1/2026	2/1/2027 2/1/2027	Per Claim/Aggregate \$3M/\$3M Per Claim/Aggregate \$2M/\$2M

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

Re: RFQ 6581-26.

Contractual Liability is included under the General Liability Policy. City of Spokane, its officers and employees are additional insureds on the above referenced liability policies with the exception of workers compensation & professional liability but only with respect to the Company's services to be provided under this Agreement where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. The only policy referenced above that has a deductible is the Professional Liability policy and that deductible is \$25,000.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201-3333

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Ins. Center		NAMED INSURED Quality Counts, LLC 15615 SW 74th Ave Portland OR 97224-7988
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

With regards to Stop Gap:

G. EMPLOYERS' LIABILITY STOP GAP COVERAGE

1. This coverage applies only in North Dakota, Ohio, Washington, and Wyoming.
2. Part One - WORKERS' COMPENSATION INSURANCE does not apply to work in states shown in Paragraph 1. above.
3. Part Two - EMPLOYERS' LIABILITY INSURANCE applies in the states shown in Paragraph 1. as though they were shown in Item 3.A. of the Information Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured – Written Contract, Agreement or Permit

- a. Any person or organization as required by a written contract, agreement or permit to add as an additional insured on your policy is an additional insured but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, and only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you; or
- (4) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" provided that:
 - (a) This Coverage Part provides such coverage; and
 - (b) The written contract, agreement or permit requires such coverage for the additional insured.

- b. If the written contract or agreement specifically requires you to add an additional insured to your policy via endorsement CG 20 10 11 85, CG 20 10 10 93, CG 20 10 03 97, CG 20 10 10 01 or endorsement CG 20 37 10 01, then the words "caused in whole or in part by" in paragraph a. above are replaced by the words "arising out of".

- c. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law.

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Is primary to and will not seek contribution from any other insurance available to such additional insured provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- d. This provision does not apply:

- (1) Unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

- (3) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(5) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or

other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in paragraph **A.a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Date Rec'd

9/2/2026

Clerk's File #

OPR 2026-0788

Cross Ref #

EO 2026-0004

Project #

Council Meeting Date: 09/23/2026

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

EMERGENCY

Contact Name/Phone

JAMES GEORGE 625-7908

Requisition #

Contact E-Mail

JGEORGE@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

STORMWATER PROTECTION MATERIALS EMERGENCY PURCHASE

Agenda Wording

In order to minimize the mobilization of ash and debris by stormwater runoff, the implementation of protection measures was necessary in the Northwest and Balboa/South Indian Trail neighborhoods impacted by the Old Trails fire. Post-fire aerial imagery was used to determine that there is roughly 10,000+ linear feet of paved surfaces that would serve as pathways for ash and debris to be transported by runoff from impacted properties into the right-of-way and storm sewer system. Compost wattles, compost to fill sandbags, geofabric, etc. was purchased with urgency to deploy as stormwater protection measures. The costs of materials for the response totals roughly \$300,000. An initial purchase of \$90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases made under the emergency non-competitive procurement justification form that was approved on August 13, 2026.

Summary (Background)

Purchase is exempt from competitive solicitation via emergency declaration EO 2026-0004

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 300,000	
Current Year Cost		\$ 300,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Purchase of 10,000+ linear feet of compost wattles, compost to fill sandbags, geofabric			
Amount		Budget Account	
Expense	\$ 300,000	#	4330-43354-35148-53210-54923
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GENNETT, RAYLENE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		sspence@spokanecity.org	
kkeck@spokanecity.org		rkirby@spokanecity.org	
Tax & Licenses		tprince@spokanecity.org	
tlester@spokanecity.org		rgennett@spokanecity.org	
jgeorge@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 8, 2026
Submitting Department	Wastewater Management
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org 509-625-7908
Council Sponsor(s)	Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Stormwater Protection Materials Emergency Purchase
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In order to minimize the mobilization of ash and debris by stormwater runoff, the implementation of protection measures was necessary in the Northwest and Balboa/South Indian Trail neighborhoods impacted by the Old Trails fire. Post-fire aerial imagery was used to determine that there is roughly 10,000+ linear feet of paved surfaces that would serve as pathways for ash and debris to be transported by runoff from impacted properties into the right-of-way and storm sewer system. Compost wattles, compost to fill sandbags, geofabric, etc. was purchased with urgency to deploy as stormwater protection measures. The costs of materials for the response totals roughly \$300,000. An initial purchase of \$90,720.00 has been made through Aardvark Bark Blowing and Landscape Services, LLC for twenty-one (21) trailer loads of 8-inch by 16-foot Tuff Sock wattles filled with Barr-Tech green medium compost. There will be additional purchases made under the emergency non-competitive procurement justification form that was approved on August 13, 2026.
Fiscal Impact Approved in current year budget? ☒ Yes ☐ No ☐ N/A Total Cost: <u>\$300,000</u> Current year cost: \$300,000 Subsequent year(s) cost: \$0 Narrative: <u>Purchase of 10,000+ linear feet of compost wattles, compost to fill sandbags, geofabric</u> Funding Source ☒ One-time ☐ Recurring ☐ N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible. The emergency purchases in this briefing paper were in response to a force majeure event that is indiscriminate.

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

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

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

Council Subcommittee Review

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



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

EMERGENCY NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

Date of Emergency: 8/13/2026

Department: Wastewater Management Department Contact Person: Raylene Gennett

Location of Emergency: Spokane Complex Fire Area

Estimated amount of this purchase: \$ 300,000

Requested Vendor: Unknown at this time

Is an existing vendor? yes ☐ no ☐ if no fill out the following

Vendor's Address:

Vendor Contact (name, email, phone):

Please answer the following questions in order to document and justify the existence of public exigency or emergency that supports approving an exemption to competitive procurement requirements.

If Council approval of emergency is required then an accompanying resolution must be created and presented to City Council per City Council rules.

Approved emergency exemptions satisfy the procurement requirements, all other statutory requirements must be met (business license, insurance, contract, etc.)

Confirm the City standard terms and conditions for the defined scope of work has been submitted to the requested vendor to ensure compliance with applicable statutes and policies.

If the vendor has already provided a bid/proposal include that with your completed justification form.

1. **Scope of Work:** Provide a description of the product or service being procured.
This request is submitted under the Mayor's Emergency Declaration and Executive Order EO 2026-0004.
Compost socks for swales and catch basin inlets to keep the contaminants on-site from the burned areas. These compost socks will help to prevent contaminants from entering streets, swales, catch basins, the aquifer, and wastewater system.
2. **Explain why a noncompetitive procurement is necessary, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency.**
There are known and unknown contaminants in the burned areas. This emergency purchase is necessary for public health and safety and the environment, to reduce and/or eliminate contaminants from entering streets, swales, catch basins, aquifer, and wastewater system. These compost socks will keep burn debris on property prior to a rain event. The sooner we are able to install these socks, we will keep contaminants contained to each property and out of the right-of-way. We are requesting to forego the formal bid process. We are reaching out to various vendors to attempt to obtain the best price for purchased materials.
3. **How long do you anticipate the exigency or emergency circumstances will continue?**
It will depend on when the debris will be removed from the properties. We hope to have the initial compost socks installed within a month. This would be ideal to complete before any major storms. There could be circumstances that will require us to continue to identify more assets that need to be protected or replace them depending on how long they are deployed.
4. **How long will the proposed contract be used for the defined scope of work?**
If the duration is greater than the expected duration of the emergency (e.g. ongoing maintenance and monitoring after a repair) What is the impact should the additional contract duration be denied?
We are not proposing a contract at this time. In the future, if we require more materials than we initially purchased, we would likely utilize the formal competitive procurement process for additional supplies and materials.
5. **Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.**
There are no known conflicts of interest with any vendors that we contacted for bids.

My department's recommendation for noncompetitive procurement is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to select the vendor for this emergency purchase.


Signature of Requestor
(Must be an authorized Department Buyer)

8/13/2026

Date


Raylene Gennett (Aug 13, 2026 08:08:02 PDT)
Signature of Department Head or Designee

08/13/2026

Date

Thea Prince
Approval by Purchasing

08/13/2026

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

Composite Socks Emergency Noncompetitive Procurement Justification Form

Final Audit Report

2026-08-13

Created:	2026-08-13
By:	Sibyl Spence (sspence@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASeQsbC6tDikYDR0pmcNLKXOHB1EHUGN7

"Composite Socks Emergency Noncompetitive Procurement Justification Form" History

-  Document created by Sibyl Spence (sspence@spokanecity.org)
2026-08-13 - 2:37:31 PM GMT
-  Document emailed to Raylene Gennett (rgennett@spokanecity.org) for signature
2026-08-13 - 2:41:48 PM GMT
-  Email viewed by Raylene Gennett (rgennett@spokanecity.org)
2026-08-13 - 3:07:37 PM GMT
-  Document e-signed by Raylene Gennett (rgennett@spokanecity.org)
Signature Date: 2026-08-13 - 3:08:02 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to Thea Prince (tprince@spokanecity.org) for signature
2026-08-13 - 3:08:10 PM GMT
-  Email viewed by Thea Prince (tprince@spokanecity.org)
2026-08-13 - 3:28:07 PM GMT
-  Document e-signed by Thea Prince (tprince@spokanecity.org)
Signature Date: 2026-08-13 - 3:29:41 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-08-13 - 3:29:41 PM GMT



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Date Rec'd

9/2/2026

Clerk's File #

OPR 2026-0789

Cross Ref #

Project #

Council Meeting Date: 09/23/2026

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

IPWQ 6602-26

Contact Name/Phone

KYLE 625-4647

Requisition #

CR28924

Contact E-Mail

KARRINGTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

4320 CONTRACT SHAMROCK PAVING, INC.

Agenda Wording

Council approval to award contract with lowest responsive, responsible bid, Shamrock Paving, Inc. to repair approximately 600 square yards of deteriorated asphalt close to gate one. The cost is \$59,628.75 plus applicable taxes.

Summary (Background)

Riverside Park Water Reclamation Facility, gate one on the west side of the facility has approximately 600 square yards of deteriorated asphalt that needs to be replaced. This project was sent out for BID (IPWQ 6602-26) and is scheduled to begin after notice to proceed is issued.

What impacts would the proposal have on historically excluded communities?

N/A - 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. This item supports the operations of Public Works.

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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 all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

PIES Committee September 8th, 2026

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 59,628.75	
Current Year Cost		\$ 59,628.75	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 65,054.97	# 4320.43230.35148.54802	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	GENNETT, RAYLENE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Chuck Green chuckg@shamrockpaving.us		hbarnhart@spokanecity.org	
kkeck@spokanecity.org		rpwrfaccounting@spokanecity.org	
Tax & Licenses		tlester@spokanecity.org	



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: ASPHALT PAVEMENT
REPLACEMENT, GATE 1**

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation (the "City"), and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, Washington 99224 (the "Contractor"), individually hereafter referenced as a "party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide the Asphalt Pavement Replacement at Gate 1 at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected from IPWQ 6603-26, 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 Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2026, and ends on August 31, 2027, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's Scope of Work for this Agreement is attached as Exhibit B; the Contractor's Response to the IPWQ is attached as Exhibit C; both made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS (\$59,628.75)**, plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work

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

The Contractor shall submit its applications for payment to the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the City Clerk's File No. "OPR 2026-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. 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.

5. TAXES, FEES AND LICENSES.

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

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

13. INSURANCE.

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

- A. **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.
- 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract.
 - i. Acceptable supplementary Umbrella Insurance coverage combined with Contractor's General Liability Insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles as applicable.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. 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 Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor 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 Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City.

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted

express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. TERMINATION.

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

18. STANDARD OF PERFORMANCE.

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

19. ANTI KICK-BACK.

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

20. CONSTRUAL.

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

21. DEBARMENT AND SUSPENSION.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the

City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

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

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Payment / Performance Bond

Exhibit A – Debarment Certification

Exhibit B - Contractor's Scope of Work

Exhibit C - Contractor's Response to the IPWQ

PAYMENT / PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIFTY-NINE THOUSAND SIX HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS (\$59,628.75)**, 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 Purchase and Installation of Replacement Freezer Components for Police Evidence Freezer Units. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Riverside Park Water Reclamation Facility (RPWRF) Gate 1 Pavement Project

Background:

Gate 1 is located on the west side of the facility (see attached highlighted photos). The asphalt pavement in the vicinity of gate 1 has deteriorated and needs to be replaced. The total area in need of replacement is approximately 600 square yards.

Scope of Work:

1. Remove and haul away existing pavement, base course and sub-base as needed to accommodate 4 inches of compacted crushed surfacing base course (CSBC) and 6 inches of hot mix asphalt (HMA).
2. Install new CSBC and HMA (½ inch 64H-28 asphalt mix).

Bid Items:

1. Mobilization (Lump Sum, LS)
2. Saw cutting flexible pavement (Lineal foot inch, LFI)
3. Roadway Excavation including Haul (Cubic Yard, CY)
4. Crushed Surfacing Base Course (CY, in place compacted volume)
5. Hot Mix Asphalt (Square Yard, SY)

EXHIBIT C

Bid Response Summary

Bid Number IPWQ 6603-26
Bid Title Asphalt Pavement Replacement, Gate 1
Bid Base Currency USD
Due Date Monday, August 24, 2026 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Shamrock Paving
Submitted By chuckg@shamrockpaving.us chuckg@shamrockpaving.us - Friday, August 21, 2026 11:55:37 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments chuckg@shamrockpaving.us

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - OPTIONAL			
	PRE-BID MEETING	There will be an OPTIONAL pre-bid meeting held at 10:00 A.M. on Thursday August 6th, 2026, Located at 4401 N. Aubrey L. White Parkway, Spokane, WA 99205 Meeting place will be at the front office	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and work shall be substantially completed by 12/31/2026.	I acknowledge and I agree
	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.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	Asphalt Pavement Replacement - Gate 1 - Shamrock Paving Bid Form.pdf
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree

PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August &nbsp;24, 2026.	I acknowledge and I understand
6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The Statement of Intent to Pay Prevailing Wages shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS		
SCOPE OF WORK - BACKGROUND	Gate 1 is located on the west side of the facility (See photos in document section).&nbsp; The asphalt pavement in the vicinity of gate 1 has deteriorated an needs to be replaced.&nbsp; The total area in need of replacement is approximately 600 square yards.	I acknowledge and I agree
SCOPE OF WORK	Remove and haul away existing pavement, base course and sub-base as needed to accommodate 4 inches of compacted crushed surfacing base course (CSBC) and 6 inches of hot mix asphalt (HMA). Install new CSBC and HMA (1/2-inch 64H-28 asphalt mix). Work shall conform to the City of Spokane General Provisions for Private Contracts (March 2026).&nbsp; A copy is available at the following:&nbsp; https://static.spokanecity.org/documents/business/designstandards/2026/2026-gsps-for-private-contracts.pdf	I acknowledge and agree

GENERAL REQUIREMENTS			
INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree	
WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree	
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree	
PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree	
SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree	
INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree	
INSURANCE	a. Worker's 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.	I acknowledge and agree	
INSURANCE	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;	I acknowledge and agree	
INSURANCE	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.	I acknowledge and agree	
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. 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 thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. 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.	I acknowledge and agree	
BID			
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined photos of the sites, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree	
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the pricing response tab includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree	
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	SHAMRPCO99LM	
CONTRACTOR RESPONSIBILITY	U.B.I. Number	328-031-141	
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	166243 00 2	
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	91-0598512	
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T12008193BUS	
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1	
ADDENDA	Upload the signed addendum here.	IPWQ 6603-26 Addendum #1_signed.pdf	
ADDENDA	Please upload additional signed addendum if needed.		

MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Chuck Green Shamrock Paving, Inc. P.O. Box 19263 Spokane, WA 99219 chuckg@shamrockpaving.us 509-244-2800, x408
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Chuck Green chuckg@shamrockpaving.us
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Annual Bid Bond Shamrock Paving Inc..pdf
3	Please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. Complete this form even if you will not be using any subcontractors. There is a checkbox stating, "No subcontractors will be used on this project." If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Subcontractor List_pre filled.pdf
6	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree

	<p>A bidder will be deemed not responsible if: A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. </p><p>If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department&nbsp;no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is&nbsp;made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via&nbsp;the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the&nbsp;criteria, it will endeavor to notify the requesting bidder of its decision.&nbsp;
</p><p>As evidence that the Bidder meets the supplemental bidder responsibility criteria, the contacted Bidder(s) shall&nbsp;submit to the City within twenty-four (24) hours of the request the completed supplementary bidder responsibility&nbsp;form with any required documentation. The City reserves the right to request further documentation as needed to&nbsp;assess the bidder's responsibility.&nbsp;
</p><p>The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts&nbsp;obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for&nbsp;determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the&nbsp;supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single&nbsp;item being determinative. &nbsp;</p><p>If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental&nbsp;bidder criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with reasons for&nbsp;the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business&nbsp;days from receiving the determination to submit additional written information to the Bid Coordinator. The City will&nbsp;consider any timely submitted additional information received from the bidder before issuing its subsequent&nbsp;determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to&nbsp;the Director of Purchasing & Contracts in writing within two (2) business days of receiving the City's determination.&nbsp;If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other&nbsp;bidder until at least two (2) business days after the bidder determined to be not responsible has received the final&nbsp;determination. </p>	I acknowledge and agree
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	N/A

Pricing Responses



CITY OF SPOKANE - PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

August 7th, 2026

ADDENDUM NO. 1

INVITATION TO BID # IPWQ 6603-26 Asphalt Pavement Replacement, gate 1

1. A pre-bid walkthrough was held on Thursday August 6th, 2026, at 10:00 A.M. at 4401 N. Aubrey L. White Parkway, Spokane WA 99205 -The sign in sheet for the pre-bid is attached.
2. The following Questions were asked during the pre-bid:

Q: What Superpave Gyrations Level is required

A: Level 75

Q: Is an obstruction permit required?

A: Yes

Q: Does this job need a bond and when is it required

A: A bid bond is required at the time of bidding and a performance bond, or 10% retainage is required during construction

Tanya Lester
Procurement Specialist,
Purchasing & Contracts
Department

PLEASE THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN SUBMITTING YOUR BID OR
THE BID MAY BE CONSIDERED NON-RESPONSIVE.



Signature
Chuck Green, Chief Estimator
Shamrock Paving, Inc.



SHAMROCK PAVING, INC.

Commercial, Residential, and Industrial Contractor

P.O. BOX 19263 Spokane, WA 99219

Phone (509) 244-2800

Fax (509) 244-2949

To:	City Of Spokane	Contact:	
Address:	808 West Spokane Falls Boulevard Spokane, WA 99201-3316	Phone:	(509) 625-6300
		Fax:	(509) 625-6349
Project Name:	Asphalt Pavement Replacement, Gate 1	Bid Number:	CG26-158
Project Location:	4401 N. Aubrey L. White Parkway, Spokane, WA	Bid Date:	8/24/2026
Addendum #:	1		

We are pleased to quote the following project:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$8,500.00	\$8,500.00
2	Sawcutting	435.00	VLF	\$2.25	\$978.75
3	Roadway Excavation, Including Haul	168.00	CY	\$69.00	\$11,592.00
4	4" Crushed Surfacing Top Course	66.00	CY	\$113.00	\$7,458.00
5	Weedkill & 6" HMA CL. 1/2" PG 64H-28	600.00	SY	\$46.00	\$27,600.00
6	Traffic Control	1.00	LS	\$3,500.00	\$3,500.00
				Bid Price Subtotal:	\$59,628.75
				Total WSST 9.10%:	\$5,426.22
				Total Bid Price:	\$65,054.97

Notes:

- 1) Above Item #6 is for necessary traffic control on N. Aubrey L. White Parkway during paving operation.
- 2) This quote excludes any gate loop wiring damage/relocation/repair/replacement.
- 3) Above quote is contingent upon being able to close off entire acces to Gate during construction, and completing in one phase.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Shamrock Paving Authorized Signature:  Estimator: Chuck Green (509) 244-2800 chuckg@shamrockpaving.us
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BOND # 023029860

ANNUAL BID BOND

WE, Shamrock Paving, Inc. as principal and Liberty Mutual Insurance Company as surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), for the payment of which we jointly and severally bind ourselves, and our assigns, successors, and legal representatives.

THE CONDITIONS OF THE OBLIGATION ARE:

The Principal may be submitting bids/proposals for furnishing supplies, material, equipment and/or work to the City of Spokane; and desires that its submitted bids be covered by an annual bid bond instead of a separate bid bond for each bid.

If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid/proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

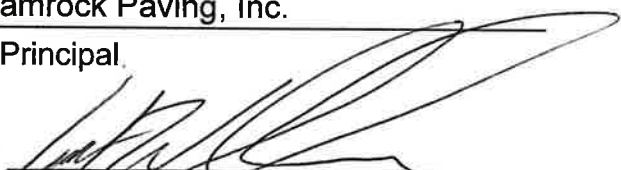
If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the bid bond sum shown in the individual bid as liquidated damages; provided, that the liability of the Surety is limited to no more than \$3,000,000.00 under this bond at any one time.

This bond shall take effect on January 1, 2026 and run for a term of one (1) year thereafter.

SIGNED AND SEALED on October 15, 2025

Shamrock Paving, Inc.

As Principal

By: 

Title: Scott Willms, General Manager

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

Liberty Mutual Insurance Company

As Surety*

By: 

Its Attorney in Fact Charla M. Boadle



Idaho
STATE OF ~~WASHINGTON~~)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that Charla M. Boadle
_____ 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.

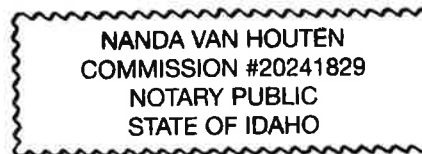
Dated on October 15, 2025

Nanda Van Houten
Notary Public in and for the State of
~~Washington~~ ^{Idaho}, residing in Post Falls, ID

My appointment expires 05/20/2030

Approved as to form:

Assistant City Attorney





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214732-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner; Amelia G. Burrill; Annelies M. Richie; Brandon K. Bush; Brent E. Heilsen; Carley Espiritu; Charla M. Boadle; Christopher Kinyon; Donald Percell Shanklin, Jr.; Edward Sims; Eric A. Zimmerman; Holli Lagerquist; Jacob T. Haddock; James B. Binder; Jamie L. Marques; Julie A. Craker; Justin Dean Price; Kari Michelle Motley; Katharine J. Snider; Lindsey Elaine Jorgensen; Lois F. Weathers; Michael Mansfield; Sarah Whitaker; Tamara A. Ringeisen; Thomas Buell; Travis J. Robles

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SUBCONTRACTOR LIST

PROJECT NAME: IPWQ 6603-26 Asphalt Pavement
Replacement, Gate 1

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

CONTRACTOR/SUPPLIER Shamrock Traffic, Inc.

TYPE OF WORK/BID ITEM Traffic Control & Common Sawcutting

AMOUNT \$4,870.00

CONTRACTOR'S REGISTRATION NO. SHAMRTI811CN

CONTRACTOR/SUPPLIER

TYPE OF WORK/BID ITEM

AMOUNT

CONTRACTOR'S REGISTRATION NO.

CONTRACTOR/SUPPLIER

TYPE OF WORK/BID ITEM

AMOUNT

CONTRACTOR'S REGISTRATION NO.

CONTRACTOR/SUPPLIER

TYPE OF WORK/BID ITEM

AMOUNT

CONTRACTOR'S REGISTRATION NO.

☐

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

IPWQ 6602-26 Asphalt Replacement			
Reference Number	Description	UOM	Quantity
BID			
#1	Mobilization	Lump Sum	1
#2	Saw Cutting Flexible Pavement	Linear Foot Inch	435
#3	Roadway Excavation, Including Haul	Cubic Yard	168
#4	Crushed Surfacing Base Course	Cubic Yard	66
#5	Hot Mix Asphalt	Square Yard	600
#6	Any Additional Costs Associated with this bid	ea	1
#7	Any Additional Costs Associated with this bid	ea	1
#8	9.1% Sales Tax	ea	1
Total Extended			

Shamrock Paving	Apex Asphalt	Inland Asphalt Company
\$65,054.97 (\$65,054.97)	\$75,618.12 (\$75,618.12)	\$98,808.60 (\$98,808.60)
\$8,500.00	\$6,244.00	\$12,000.00
\$978.75	\$870.00	\$2,175.00
\$11,592.00	\$12,768.00	\$27,804.00
\$7,458.00	\$11,088.00	\$11,088.00
\$27,600.00	\$38,340.00	\$37,500.00
\$3,500.00		
\$0.00		
\$5,426.22	\$6,308.12	\$8,241.60
\$65,054.97	\$75,618.12	\$98,808.60

< Business Lookup

License Information:

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

Entity name: SHAMROCK PAVING, INC.

Business name: SHAMROCK PAVING INC.

Entity type: [Profit Corporation](#)

UBI #: 328-031-141

Business ID: 001

Location ID: 0002

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 19263
SPOKANE WA 99219-9263

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 c
Airway Heights General Business - Non-Resident				Active	Dec-31-2026	Apr-30-2024
Deer Park General Business - Non-Resident				Active	Dec-31-2026	Sep-09-2024
Spokane General Business - Non-Resident	T12008193BUS			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Dec-31-2026	May-21-2012
Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jan-30-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
---------------------	-------

Owners and officers	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 8/31/2026 10:38:20 AM

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/15/2026

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

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

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	CONTACT NAME: Laurie Ross PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: laurie.ross@propelinsurance.com														
INSURED Shamrock Paving Inc. P.O. Box 19263 Spokane, WA 99219	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Arch Insurance Company</td> <td data-bbox="1437 451 1572 478">11150</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : ARch Indemnity Insurance Company</td> <td data-bbox="1437 478 1572 506">30830</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C :</td> <td data-bbox="1437 506 1572 533"></td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1572 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : ARch Indemnity Insurance Company	30830	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZAGLB1066800	03/31/2026	10/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9351500	03/31/2026	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZAULP9286200	03/31/2026	10/01/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	ZAWCI1148600 WA Stop Gap	03/31/2026	10/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: #6397-25 / Paving Services - On Call Public Works Maintenance.

Additional Insured Status applies to City of Spokane as set forth in the attached form(s).

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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PRIOR TO KNOWN LOSS	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE
SPECIFICALLY AGREED IN WRITING TO PROVIDE
ADDITIONAL INSURED STATUS UNDER THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

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:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

**The Transfer Of Rights Of Recovery Against Others
To Us** condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to
the extent that subrogation is waived prior to the
"accident" or the "loss" under a contract with that
person or organization.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Scheduled Railroad	Designated Job Site
RAILROAD(S) AND RAILROAD AUTHORITIES	JOB SITE DESIGNATED IN THE WRITTEN
NAMED IN THE WRITTEN CONTRACT OR	CONTRACT OR AGREEMENT WITH THE NAMED
AGREEMENT WITH THE NAMED INSURED.	INSURED AND EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

POLICY NUMBER:**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

**AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR
TO LOSS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Premium INCL.

Insured:

Insurance Company: ARCH INSURANCE
COMPANY

Countersigned By _____

DATE OF ISSUE:

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 09/08/2026

Committee Agenda type: Reports, Contracts & Claims

Date Rec'd

9/2/2026

Clerk's File #

OPR 2026-0790

Cross Ref #

Project #

Council Meeting Date: 09/23/2026

Submitting Dept

WATER & HYDROELECTRIC SERVICES

Bid #

ITB 6597-26

Contact Name/Phone

REINER 509-625-7821

Requisition #

VALUE BLANKET

Contact E-Mail

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE BWILKERSON ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

MCGARD FIRE HYDRANT LOCKS AND WRENCHES - VALUE BLANKET

Agenda Wording

Five-year Value Blanket with McGard, LLC (Orchard Park, NY) for purchases of fire hydrant locks and operating wrenches on an as-needed basis.

Summary (Background)

Bid # 6597-26 was issued to 96 contacts via Procureware on 7/27/26. Four bids were received by the closing deadline on 8/18/26. Award is recommended to McGard, LLC as the low responsive, responsible bidder. Annual Spend is estimated at \$750,000.00 plus tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 3,000,000.00	
Current Year Cost		\$ 750,000.00	
Subsequent Year(s) Cost		\$ 2,250,000	
<u>Narrative</u>			
Water Department fire hydrant security providing limited access to the City's Fire Hydrants. This will assist with our water conservation program and stop illegal use of our fire hydrants.			
Amount		Budget Account	
Expense	\$ 3,000,000.00	#	4100-42440-94340-56595-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	HOPKINS, LEON	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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tlester@spokanecity.org		nrussell@spokanecity.org	
rrpenaluna@spokanecity.org			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-8-26
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	McGard Fire Hydrant Locks & Wrenches – Value Blanke
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<u>Agenda Wording:</u> <u>Summary (Background)</u> This will be the only section in this box Bid # 6597-26 was issued to 96 contacts via Procureware on 7/27/26. Four bids were received by the closing deadline on 8/18/26. Award is recommended to McGard, LLC as the low responsive, responsible bidder. Annual Spend is estimated at \$750,000.00 plus tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost: 750,000.00

Subsequent year(s) cost: 3,000,000.00

Narrative: Water Department fire hydrant security providing limited access to the City's Fire Hydrants. This will assist with our water conservation program and stop illegal use of our fire hydrants.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42440-94340-56595-99999

INVENTORY PURCHASES FOR WATER

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain

affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

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

Council Subcommittee Review

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

Bid Response Summary

Bid Number ITB 6597-26
Bid Title McGard Fire Hydrant Locks & Operating Wrenches - Value Blanket
Bid Base USD
Currency
Due Date Tuesday, August 18, 2026 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company McGard
Submitted By rglass@mcgard.com rglass@mcgard.com - Tuesday, July 28, 2026 8:37:22 AM [(UTC-08:00) Pacific Time (US & Canada)]
 rglass@mcgard.com 7063404031
Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Rick Glass, 706-340-4031, rglass@mcgard.com
Order Placement/Approval			
	1	Award of this business will be subject to City Council approval. Award of the initial agreement is anticipated in September 2026.	Understood and Agreed
	2	The City reserves the right to recommend award of this business however is most advantageous to the continued efficient operation of the City. This award may be split between multiple suppliers.	Understood and Agreed
	3	All products must be quoted in order to be eligible for award.	Understood and Agreed
Value Blanket Terms			
	1	This product shall be awarded on a five (5) year value blanket with no renewal options. The quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Acknowledged and Agreed
	2	Product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Understood and Agreed
	3	Pricing as quoted shall be firm for placement of orders for one (1) year from the date of order placement. Thereafter, the supplier may propose updated pricing on a annual basis, firm for any orders placed for the following year, subject to City acceptance. Price increases requested by the supplier shall be accompanied with sufficient justification from the product manufacturer. During the contract period and any renewals thereof, price decreases at the manufacturer's and wholesaler's levels shall be reflected in a price reduction to the City retroactive to the supplier's effective date. The supplier may request cost increases only upon annual provision of pricing or upon the City's invitation for renewal. The supplier's prices shall otherwise remain firm throughout the contract period with no provision for increases unless specific provisions are proposed and agreed upon.	Understood and Agreed
	4	The City reserves the right to inquire at any time for sufficient justification of the supplier's current pricing.	Understood and Agreed
Product			
	1	The following brands are acceptable: McGard	Understood and Agreed
	2	No alternative products shall be considered for award.	Understood and Agreed

	3	All hydrant locks shall be engraved with the open direction of the hydrant.	Understood and Agreed
Delivery			
	1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
	2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207.	Understood and Agreed
	3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed
	4	Shipments which arrive on the City's dock without complete shipment documentation (i.e. packing list) may be refused for delivery acceptance at the supplier's expense. In the event of refusal, supplier remains fully liable to fulfill the order in accordance with the original terms and conditions.	Understood and Agreed
Payment Terms			
	1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood 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.	603008488
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), supplier certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	No

ITB 6597-26 MCGARD FIRE HYDRANT LOCKS & OPERATING WRENCHES - VALUE BLANKET							
	Description	UOM	Quantity	McGard	CONSOLIDATED SUPPLY	Krueger Sheet Metal	Ferguson Waterworks
1	McGard Hydrant Lock Assembly - Engraved Left Open	Each	1,250.00	\$330,500.00	\$413,575.00	\$468,750.00	\$489,975.00
2	McGard Hydrant Lock Assembly - Engraved Right Open	Each	1,250.00	\$330,500.00	\$413,575.00	\$468,750.00	\$489,975.00
3	McGard Hydrant Wrench	Each	125	\$13,218.75	\$18,835.00	\$20,625.00	\$20,115.00
4	McGard Hydrant Lock Assembly Key	Each	1	\$34.30	\$31.03	\$45.00	\$32.28
5	McGard Hydrant Adapter	Each	1	\$58.00	\$64.59	\$91.50	\$65.88
Subtotal				\$674,311.05	\$846,080.62	\$1,000,163.16	\$958,261.50
TAX 9.1%				\$61,362.31	\$76,993.34	\$91,014.85	\$87,201.80
Total				\$735,673.36	\$923,073.96	\$1,091,178.01	\$1,045,463.30

[<](#) Business Lookup

License Information:

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

Entity name: MCGARD LLC

Business name: MCGARD LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-008-488

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

Mailing address: 3875 CALIFORNIA RD
ORCHARD PARK NY 14127-2239

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Apr-30-2027	Sep-17-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCCAULEY, DURHAM	

The Business Lookup information is updated nightly. Search date and time: 8/25/2026 2:58:06 PM

Contact us

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/08/2026**Committee Agenda type:** Discussion**Date Rec'd**

9/2/2026

Clerk's File #

ORD C36938

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #**Contact Name/Phone**

TRACE 625-6524

Requisition #**Contact E-Mail**

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE - NORTHSIDE LANDFILL FIRE DAMAGE REPAIRS

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 appropriation to restore extensive unplanned damage at the Northside Landfill due to the August 2026 wildfires, and declaring an emergency.

Summary (Background)

The August 2026 wildfire caused extensive unplanned damage at Northside Landfill (NSLF), creating immediate costs for site stabilization, environmental protection, infrastructure repair, erosion control, revegetation, debris-response equipment, and restoration of critical landfill systems. This work must begin during the current biennium to maintain regulatory compliance, protect the landfill's environmental-control systems, prevent additional damage, and support continued safe operations. The associated expenditures are being incurred now and must be separately authorized and tracked to support FEMA and insurance documentation and reimbursement. Waiting until the 2027-2028 biennium would leave current emergency-response and recovery costs without sufficient budget authority and could delay necessary work or jeopardize reimbursement eligibility.

What impacts would the proposal have on historically excluded communities?

The proposal is expected to have a neutral-to-positive impact on historically excluded communities. Work will occur within the existing Northside Landfill footprint and will not displace residents, restrict access to public services, impose new customer fees, or change service eligibility. Restoring vegetation will reduce exposed soil, erosion, fugitive dust, stormwater runoff, and infiltration risks, benefiting nearby residents, landfill employees, customers, and people who may be especially vulnerable to poor air quality or environmental hazards. Temporary construction impacts, including dust, noise, and truck traffic, will be managed through

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 proposal restores existing landfill infrastructure and does not provide benefits or services based on individual eligibility, the City will not collect personal demographic information solely for this project. The City will track the location and nature of complaints, dust or odor observations, stormwater concerns, service disruptions, and reported health or safety impacts. If off-site impacts are identified, the City may compare their geographic distribution with publicly available, aggregated Census or American Community Survey information to determine whether racial, ethnic, income, disability, or other historically disadvantaged

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

The City will establish baseline conditions through photographs and preconstruction inspections. During the project, staff will document acres treated, seed and erosion-control materials applied, installation dates, weather conditions, contractor progress, and costs. Follow-up inspections will evaluate vegetation establishment, percentage of ground cover, bare areas, erosion or rilling, sediment movement, fugitive dust, stormwater conditions, and areas requiring reseeding or repair. Inspections will occur during establishment, following significant precipitation or snowmelt, and during the next growing season. If vegetation or erosion-

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 Comprehensive Plan goals related to public health, environmental protection, reliable public services, and responsible stewardship of public facilities. It aligns with the Sustainability Action Plan by restoring protective vegetation, reducing erosion and fugitive dust, limiting stormwater infiltration, and improving the landfill's resilience to extreme weather and wildfire impacts. The work supports the City's capital and asset-management objectives by restoring an existing permitted public facility and protecting prior public investment rather than expanding landfill capacity. It is also consistent with neighborhood and Council policies that emphasize minimizing off-site environmental impacts, maintaining safe essential services, and

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 1,331,000.00	
Current Year Cost		\$ 1,331,000.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This was an unplanned emergency landscaping expense in the Solid Waste Disposal's 2026 budget that will utilize reserve funds, with possible reimbursements through FEMA and insurance claims.			
Amount		Budget Account	
Expense	\$ 1,331,000.00	#	4530-45300-53745-54212-54923
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
No, reserves are a one-time funding source that are not sustainable.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BRADBURN, TRACE	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	AVERYT, CHRIS		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
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jsalstrom@spokanecity.org		tprince@spokanecity.org	
tbradburn@spokanecity.org			

ORDINANCE NO C36938

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 APPROPRIATION TO RESTORE EXTENSIVE UNPLANNED DAMAGE AT THE NORTHSIDE LANDFILL DUE TO THE AUGUST 2026 WILDFIRES, 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 Solid Waste 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 Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,331,000.
- A) Of the increased appropriation, \$1,331,000 is provided solely for landscape and ground maintenance in the Solid Waste Landfills 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 damage sustained at the Northside Landfill from the August 2026 wildfires, 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:** 07/28/2026**Committee Agenda type:** Discussion**Date Rec'd**

7/16/2026

Clerk's File #

RES 2026-0058

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CHRIS WRIGHT 625-6210

Requisition #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

NO

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

RESOLUTION APPROVING COUNCIL OPERATIONS GUIDE

Agenda Wording

A resolution adopting a "Council Operations Guide pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

Summary (Background)

The City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions. Historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions. The Council recently engaged the Matrix Consulting Group ("Matrix") to evaluate council operations and to develop an "operations guide" for the City Council office. Matrix completed its review in June and, as contracted, prepared a draft "Council Operations Guide" for the Council's consideration and potential adoption, which draft is attached as Exhibit "A" to the resolution. As currently written, the resolution formally adopts the Council Operations Guide and provides that it will be binding on all City Council members and staff as of the effective date of the resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

What impacts would the proposal have on historically excluded communities?

None discernable. The Operations Guide is intended to ensure orderly and efficient operation of council, and, to that extent, benefits all Spokane citizens.

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 operations guide will be reviewed periodically to ensure recommended procedures and rules function well.

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

See answer above.

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?

Resolution and guide are consistent with Section 9 of the City Charter and SMC 02.005.

Council Subcommittee Review

Extensive review of Matrix recommendations by council as a whole and the Operations Workgroup.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			
mpiccolo@spokanecity.org		aadam@spokanecity.org	

RESOLUTION 2026-0058

A resolution adopting a "Council Operations Guide" pursuant to Section 9 of the Spokane City Charter and Chapter 02.005 of the Spokane Municipal Code.

WHEREAS, the City Council requires independent city employees, reportable only to the City Council, to perform its legislative functions; and

WHEREAS, historically the Council found it necessary to employ regular, full-time administrative, budget, and policy staff to assist in its legislative functions; and

WHEREAS, the Council recently engaged the Matrix Consulting Group ("Matrix") to evaluate council operations and to develop an "operations guide" for the City Council office; and

WHEREAS, Matrix completed its review in June and, as contracted, prepared a draft "Council Operations Guide" for the Council's consideration and potential adoption, which draft is attached hereto as Exhibit "A" to this resolution (hereafter, the "Operations Guide"); and

WHEREAS, the Council has reviewed the proposed Operations Guide and finds it suitable for adoption; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby adopts the Operations Guide; and

BE IT FURTHER RESOLVED that the Council Operations Guide shall be binding on all City Council members and staff as of the effective date of this resolution, subject to any state or local laws that may be in conflict with its provisions and to the extent not otherwise expressly modified by future written council resolution(s).

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE

City Council Office

COUNCIL OPERATIONS GUIDE

Roles, Responsibilities, Protocols & Performance Standards

Effective: 2026 | 808 W. Spokane Falls Blvd., Spokane, WA 99201

Questions: contact the Council Executive Director

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1. Introduction

1.1 Purpose

The Legislative Services and Council Operations Guide is the primary operational reference for all Council Office staff and newly elected Council Members. It documents roles, responsibilities, protocols, and performance expectations that govern how the City Council and its staff deliver legislative services to the residents of Spokane.

It serves four purposes:

- **Onboarding:** Orient newly elected officials and newly hired staff to office operations, expectations, and resources.
- **Consistency:** Establish shared standards for assigning, performing, and communicating work.
- **Accountability:** Define clear expectations to support performance management.
- **Continuity:** Preserve institutional knowledge through election cycles and staff transitions.

This guide supplements — and does not supersede — the City Charter, the Spokane Municipal Code (SMC), the Council Rules of Procedure, and applicable City administrative policies. Where conflicts arise, the formal legal authorities take precedence.

This is a living document. The Council is responsible for reviewing and, by resolution, adopting an updated version of this each year, ensuring that it continually reflects the Council's vision and desired legislative approach. The Council Executive Director is responsible for maintaining and distributing current versions of this Guide.

1.2 Mission & Values

The Council Office exists to support the City Council's mission as the City's legislative body.

Mission: To provide professional, nonpartisan legislative support that enables the City Council to govern effectively, transparently, and in the public interest.

The office is guided by these values:

- **Public Service:** The Council Office's primary obligation is to serve the residents of Spokane and uphold the public interest through effective, equitable, and accountable legislative support, responsive constituent services, and accessible policymaking processes.
- **Professionalism:** Council Members and staff are expected to maintain an atmosphere of professionalism grounded in respect, preparedness, accountability, and constructive communication. Staff is expected to provide accurate, timely, and solution-oriented work products that support informed decision-making and effective governance. Professionalism is demonstrated through respectful interactions, adherence to established policies and procedures, appropriate workplace conduct, and a commitment to effective legislative operations.
- **Integrity:** Council Members and staff are expected to conduct themselves with accountability, impartiality, mutual respect, and responsible stewardship of public resources. While Council Members appropriately advance policy priorities reflective of their elected roles, staff are expected to maintain objectivity, neutrality, and professional independence in performing their responsibilities.
- **Responsiveness:** Council Members and staff are expected to be responsive, accessible, and professional in their interactions with one another, constituents, partner agencies, and stakeholders. Responsiveness includes timely communication, reliable follow-up, and equitable access to staff support and organizational resources.
- **Continuity:** Institutional knowledge, operational practices, and legislative records are maintained and transferred to support organizational consistency, stability, and effective operations regardless of election outcomes or staff changes.

2. Governance Context & Organizational Overview

2.1 Form of Government

Spokane (population approximately 230,609) operates under a Council-Mayor form of government. The City Charter vests all ordinance-making and budget appropriations authority in the City Council while assigning executive and administrative authority to the Mayor. This structural separation means the Council requires independent professional capacity to effectively develop, evaluate, and implement policy.

2.2 Council Composition

The City Council is composed of seven elected members: one Council President, elected at large, who serves as presiding officer; and six Council Members, each representing one of three population-based geographic districts (two per district). All members serve four-year terms, limited to two consecutive terms. The Council President and each Council Member have equal voting rights.

2.3 Governing Authorities

Authority	Relevant Provisions
Spokane City Charter	Legislative authority of the Council (Article III); form of government (Article IV); ethics and conflicts of interest (Art. IV §36); neighborhood councils (Article VIII). Ordinances require two public title readings; the Mayor has 10 days to respond to a Council action with veto power; the Council may override a veto within 30 days by five affirmative votes.
Spokane Municipal Code (SMC)	SMC §02.005 defines Council composition, the Council President's role as department head, and the Council Legislative Assistant structure. SMC §02.01 governs Rules of Procedure. SMC §01.04 establishes the City's ethics code.
Council Rules of Procedure	Adopted by resolution (currently Resolution 2026-0009, adopted March 9, 2026). Governs meeting conduct, agenda processes, committee operations, public comment, voting, and parliamentary procedure. Reviewed and updated annually by February 28.
Washington State Law	Governs city authority and responsibilities, open public meetings (RCW 42.30), public records (RCW 42.56), the Washington Minimum Wage Act (WMWA) governing overtime, and other applicable requirements.

2.4 Staffing Model

The Council Office uses a hybrid model: centralized professional staff serving the full Council, and member-assigned Legislative Assistants supporting individual Council Members.

Position	Count	Service Type
Council President + Council Members	7 elected	Legislative Body

Council Executive/Office Director	1	Centralized
Policy Advisor	1	Centralized
Budget Director	1	Centralized
Director of Communications	1	Centralized
Manager of Intergovernmental Affairs	1	Centralized
Policy Analyst	0-1	Centralized
Budget Analyst	0-1	Centralized
Senior Executive Assistant	0-1	Centralized
Legislative Assistants	3-7	Member/District-Assigned

Centralized positions serve the Council as a whole. Member-assigned Legislative Assistants serve their individual Council Member/the Council members elected to their respective district.

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2.5 Supervisory Structure

The Council President serves as department head and provides high-level oversight of the Council Office. The Council Executive Director manages day-to-day operations and has direct supervisory authority over all Central Staff. All Council Office employees serve in an at-will capacity. Each Council Member directly hires, supervises, and may discharge their assigned Legislative Assistant, with the Council Executive Director providing HR oversight. HR and administrative authority over Central Staff rests exclusively with the Council Executive Director; individual Council Members may not direct Central Staff assignments without coordinating through the Council Executive Director.

2.6 Office Budget

The Council Office budget is adopted annually as part of the City's General Fund. The Council President serves as the primary signatory for Council Office budgetary expenditures. The Council President may approve budget expenditures of \$10,000 or less without a full council vote; expenditures above \$10,000 that differ from the adopted budget require approval by four Council Members at an open public meeting.

If there is a question about whether a proposed expenditure falls within or outside the \$10,000 threshold — including disputes about whether related purchases should be treated as a single transaction — the Council Executive Director makes an initial determination in consultation with the Budget Director. If the Council President disagrees with that determination, the matter is brought to the full Council for resolution at the next available open public meeting before the expenditure is authorized.

3. Roles & Responsibilities

Role definitions below describe primary duties and scope. They supplement and should be read alongside official job classifications.

3.1 Council President

In addition to all duties shared with Council Members, the Council President:

- Presides over all City Council meetings and ensures compliance with the Rules of Procedure.
- Represents the Council on intergovernmental boards and regional bodies (Airport Board, PFG Board, Community Assembly, etc.).
- Makes annual appointments of Council Members to standing committees, external boards, and commissions, subject to full Council confirmation.
- Serves as department head of the Council Office; delegates day-to-day management to the Council Executive Director.
- Approves travel, budget expenditures, and administrative matters on behalf of the Council Office.
- Serves as Mayor Pro Tem in the Mayor's absence or incapacity, at which time legislative responsibilities are temporarily suspended.
- Participates in recurring, weekly one-on-one meetings with the Mayor.
- Receives some administrative support from the Senior Executive Assistant.

3.2 Council Members

Council Members carry out the following legislative, policy, and community responsibilities:

- Research, evaluate, deliberate, and vote on ordinances, resolutions, budgets, and policy measures.
- Develop, sponsor, and advance policy initiatives that reflect district priorities, community needs, and broader interests of the City.
- Chair or serve on standing committees: Public Safety & Community Health; Public Infrastructure, Environment & Sustainability (PIES); Urban Experience; and Finance & Administration.
- Represent the City's legislative interests on assigned regional boards, commissions, intergovernmental committees, and community partnerships.
- Maintain accessible, responsive, and professional constituent services.
- Participate in public communication efforts, including media interviews, public meetings, community outreach, and dissemination of legislative information.
- Engage regularly with Neighborhood Councils, community organizations, and partner agencies to support collaboration, transparency, and public involvement in local governance.
- Participate in recurring coordination meetings with the Mayor, Council leadership, staff, and other governmental partners to support intergovernmental communication and organizational alignment.
- Hire, supervise, direct, and may discharge assigned Legislative Assistant staff.
- Attend and actively participate in required legislative functions, including agenda review sessions, legislative meetings, standing committee meetings, study sessions, regional assignments, and district-related community meetings and events.

3.3 Council Executive Director

The Council Executive Director is the chief administrative officer of the Council Office, providing strategic leadership, operational oversight, and day-to-day management support to the City Council and Central Staff. Reporting to the Council President and Council Members, the position oversees legislative support operations, Central Staff supervision, workflow coordination, agenda management, personnel and budget administration, and the development of standardized procedures to ensure consistent, effective, and equitable support services aligned with Council priorities and legislative responsibilities. In the event of an extended absence, prolonged leave, or vacancy in the Council

Executive Director position, the Policy Advisor shall perform the duties of the position on an interim basis to ensure continuity of Council Office operations, staff coordination, and legislative support until the Council Executive Director returns, the position is filled or otherwise directed by the City Council.

To maintain clear lines of supervision and coordination, requests for administrative support from Central Staff should be coordinated through the Council Executive Director, who may then assign or prioritize work for the Senior Executive Assistant as appropriate.

3.4 Policy Advisor

The Policy Advisor serves as the lead for procedural and policy development and analysis, supporting the City Council by conducting research on initiatives and reviewing ordinances, resolutions, and legislative proposals. The position coordinates with the City Attorney's Office on Council-related legal matters, provides guidance on legislative procedures and compliance with Council Rules of Procedure, supports legislative workflow coordination and operational consistency, and assists in the supervision of the Policy Analyst. The Policy Advisor assumes the duties of the Council Executive Director in the event of a protracted absence and/or vacancy.

3.5 Budget Director

The Budget Director provides fiscal oversight, budget analysis, and financial policy support to the City Council, including reviewing the Mayor's proposed budget, preparing budget amendments, coordinating fiscal notes, and analyzing legislative and financial impacts. The position serves as the Council's primary resource for budget development, financial forecasting, labor and contract-related fiscal analysis, and oversight of the Council Office budget, while supervising budget analysts and supporting Council decision-making throughout the annual budget process.

3.6 Director of Communications

The Director of Communications provides the Council with an independent voice through communications, media relations, and public information support separate from the executive branch. The position oversees Council communications strategies, public outreach, media coordination, digital communications, and Council meeting broadcast content, while supporting consistent messaging across Council offices and maintaining a Council-approved communications strategic plan to guide communication priorities, protocols, and resource allocation.

3.7 Manager of Intergovernmental Affairs

The Manager of Intergovernmental Affairs provides the City Council with legislative advocacy, government relations, and regional coordination support, including monitoring federal, state, and regional legislative activity; coordinating lobbying and legislative agenda efforts; and facilitating partnerships with government agencies, regional organizations, and community stakeholders. The position also supports policy analysis and strategic coordination related to intergovernmental relations, nonprofit and community partnerships, grant and funding opportunities, and other regional policy initiatives affecting Council priorities and legislative interests.

3.8 Policy Analyst

The Policy Analyst(s) provide the City Council and Central Staff with dedicated legislative, policy, and analytical support within assigned subject-matter portfolios aligned with Council priorities and major areas of City operations, and coordination with the appropriate Administrative departments. Responsibilities include conducting policy research and analysis, supporting ordinance and resolution development, preparing legislative briefings and presentations, assisting with committee operations and agenda review, monitoring legislative and regional developments, and providing research and background materials to support Council decision-making. One Analyst position is assigned, in whole or in part, to fiscal analysis functions in coordination with the Budget Director. These positions are

structured to provide focused legislative and policy support aligned with the Council's core legislative mission.

3.9 Senior Executive Assistant

The Senior Executive Assistant provides centralized administrative coordination and executive-level support to the City Council and Central Staff under the direction of the Council Executive Director. This position serves as the Council Office's primary administrative support role and central administrative resource, with responsibility for procurement, clerical support, scheduling, purchasing and expense administration, public records request tracking, constituent inquiry coordination, and logistical support for Council meetings and events.

The position also provides scheduling and communications support for the Council President, maintains centralized calendars, supports standardized office procedures, and helps ensure administrative workflows are completed consistently across the Council Office. In coordination with Policy Analysts, the Senior Executive Assistant may also assist with committee agenda preparation and related meeting materials, including agenda formatting, posting, packet preparation, and follow-up documentation. By centralizing these administrative functions, the position allows policy and analytical staff to remain focused on legislative research, budget analysis, committee support, and other higher-level Council priorities.

3.10 Legislative Assistants

Legislative Assistants provide primarily administrative and constituent support to their assigned Council Member, including calendar management, scheduling, constituent communications, meeting and event coordination, correspondence preparation, district outreach coordination, and assistance with communications and community engagement activities. The position serves as the primary day-to-day administrative support resource for Council Members and facilitates coordination between Council Members, constituents, community organizations, and City departments.

Legislative Assistants are assigned to support specific Council Member offices and are expected to coordinate cross-office workload requests through the Senior Executive Assistant. Communications on legislative matters where the Council has not formally taken a position must be clearly identified as representing the views of the individual Council Member rather than the full Council.

4. Core Services & Work Products

4.1 Primary Services

Primary services most directly advance the Council's legislative mission and receive priority in workload planning. This is a coordinated effort between the Council and Administration, with roles outlined below:

- **Legislative Research & Analysis:** Objective, independent research and analysis on policy issues, ordinances, resolutions, and legislative proposals.
- **Policy & Ordinance Development:** Translating Council initiatives and ideas into enforceable policy and law through research, stakeholder engagement, drafting, and legal review.
- **Budget Review & Fiscal Oversight:** Developing Council goals and priorities, independently analyzing the Mayor's proposed budget, developing budget amendments, and evaluating fiscal impacts of legislation.
- **Agenda & Legislative Process Management:** Managing the legislative workflow from item submission through committee review, agenda placement, public hearing, and final Council action.
- **Constituent Services:** Primary contact for city residents, including navigating district-specific needs and requests, responding to inquiries, coordinating issue resolution with City departments, and managing public records requests.
- **Public Communications:** Council communications, media relations, legislative summaries, and community outreach and education.
- **Committee & Meeting Coordination:** Organizing committee work programs, agendas, and facilitating public deliberation.
- **Intergovernmental Affairs:** Advancing the City's federal and state legislative agenda and coordinating with regional bodies.
- **Stakeholder Engagement:** Facilitating community input and public participation processes.
- **Performance & Oversight Support:** Monitoring implementation and effectiveness of adopted legislation and budget allocations.

Several of these services are shared between City Administration and the Council Office. In some circumstances, the Council Office's role will be to perform analysis and/or preparation work to provide to City Administration, while some tasks will be wholly driven by Council Office staff. Ownership of specific tasks will be determined on a case-by-case basis.

4.2 Legislative Development Materials

Legislative Initiatives

- **Legislative Intake Forms:** Capture the purpose, sponsor, requested timeline, desired outcome, and known fiscal, legal, operational, or stakeholder considerations.
- **Initiative Screening Summaries:** Determine the appropriate level of staff analysis, coordination needs, work product type, and readiness for further development.
- **Policy and Analytical Memos:** Evaluate the initiative's background, policy tradeoffs, legal considerations, fiscal impacts, implementation risks, and Council options.
- **Fiscal and Implementation Summaries:** Identify budgetary impacts, staffing needs, departmental responsibilities, timeline considerations, and operational barriers.
- **Vetting and Prioritization Reviews:** Assess larger or more complex initiatives to determine organizational readiness, resource requirements, sequencing, and whether sufficient staff, fiscal, or policy support exists to advance the item.
- **Draft Legislative and Referral Materials:** Translate Council direction into draft ordinances, resolutions, amendments, policy language, budget action items, or committee/Council referral materials.

Policy & Legislative Analysis

- **Descriptive Briefings:** Summarize what a proposed action is intended to accomplish, with background and relevant considerations. Used for routine or ministerial items.
- **Analytical Memos:** Provide descriptive content plus independent analysis of policy tradeoffs, implementation risks, legal considerations, and options for Council action.
- **Policy Strategy Memos:** Frame a policy problem, map the legal and fiscal landscape, and present a range of legislative options and timelines.

Budget & Fiscal Products

- **Fiscal Notes:** Required for all significant legislation, including proposals that create or modify City programs or services, add or reduce staffing, establish new service levels, amend fees or revenues, require new appropriations or budget amendments, affect capital or operating costs, create ongoing financial obligations, or shift work responsibilities across departments. Fiscal notes evaluate the short and long-term financial impact of proposed legislation on city resources, including anticipated costs, savings, revenue impacts, funding sources, implementation needs, and staffing implications.
- **Budget Overview Papers:** Solidify the Council's annual budget priorities and provide these to the Mayor's office for consideration in budget development. Summarize the Mayor's proposed budget by area, identify issues for Council consideration, and present options for amendment.
- **Budget Amendments:** Formal legislative modifications to the proposed budget, drafted by the Budget Director.

Legislative Drafts

- **Ordinances:** Formal legal enactments. Drafted by the Policy Advisor or Policy Analysts in coordination with the City Attorney's Office.
- **Resolutions:** Formal expressions of Council policy or direction. May be drafted by Central Staff or Legislative Assistants, depending on subject matter.

Board, Commission, Committee Appointments

- **Board & Commission Appointments:** Policy Analysts coordinate the application, review, and presentation process for Board, Commission, and Committee appointments in their assigned areas, producing materials for routine appointment or reappointment actions.
- **Director Confirmation Processes:** Policy Analysts lead the confirmation process for Mayoral appointments subject to Council confirmation in their assigned areas.

Circumstances Not Requiring a Central Staff Deliverable

Not every item before the Council requires Central Staff analysis. For the following categories, Legislative Assistants lead the process. Central Staff members are available to answer process questions and review draft materials for accuracy, but do not prepare formal memos or presentations:

- **Resolutions on Matters Outside the City's Direct Authority:** For resolutions making statements related to federal or state policies (e.g., positions on national legislation), Legislative Assistants lead drafting. Central Staff ensures City Attorney review occurs so the resolution is procedurally ready for introduction and may draft amendments.
- **Routine Items:** Items that are ministerial, non-controversial, and have been reviewed by the City Attorney's Office may proceed without a Central Staff memo when the Council Executive Director determines that the Executive's transmittal materials provide sufficient information for Council decision-making.

In all cases, the Council Executive Director makes the final determination on whether a Central Staff work product is required, based on available capacity, the complexity of the item, and the Council's information needs.

4.3 Staff Assignment & Request Protocols

Request Thresholds

The following thresholds govern how requests are routed and tracked. However, staff workload must be communicated to the Council Executive Director each time a request is made directly to Central Staff.

- Requests with a completion timeline of less than four hours (half day) may be communicated directly by a Council Member to the relevant staff member. All such direct assignments must be reported to the Council Executive Director.
- Requests with a completion timeline of more than four hours (half day) are to be directed to the Council Executive Director, who coordinates the assignment.
- Requests with a completion timeline of 20 or more hours require notification to the full Council so all members are aware in advance of the staff commitment.
- Timeline adjustments and reclassification: the level of effort may be unclear at intake; as such, requests may be reclassified as work begins based on simplicity, complexity, research need, coordination requirements, or emerging staff capacity considerations. When a request is moved into a different review or routing category, the requesting Council Member is notified of this change.

Equitable Access

All Council Members have equitable access to Central Staff services. The Council Executive Director is responsible for managing competing priorities in a fair and balanced manner to ensure that no individual Council Member's requests regularly or disproportionately limit another Council Member's access to analytical, policy, or legislative support.

Prioritization

When competing requests arise, staff apply the following principles:

- Time-sensitive legislative matters (statutory deadlines, emergency ordinances, pending votes) take priority over long-range projects.
- Staff must proactively communicate timeline constraints and workload conflicts to requesting offices as soon as they are identified.

Confidentiality on Legislative Projects

- When Central Staff works confidentially with a Council Member on draft legislation prior to introduction, that work product is not shared with others until introduction, unless the legislation requires at least 20 hours of Central Staff time, in which case notification to the full Council is required. The Council Executive Director must be aware of all active projects.

Communication Standards: Transparent Review Process

Central Staff analysts must maintain clear communication with legislative sponsors and the relevant committee chair regarding issues identified through their analysis and how those issues will be presented in work products. A Council Member may not always agree with the analysis but should not be surprised by it when it is published or presented.

- When an analyst identifies a significant policy concern, legal issue, or fiscal impact in a piece of legislation, they must communicate that finding to the sponsoring office before the work product is finalized — not for approval, but so the sponsor is aware of what the analysis will say.
- Staff must proactively raise emerging workload conflicts, timeline changes, and scope adjustments to requesting offices and to the Council Executive Director as soon as they are identified.
- Central Staff may share draft analysis with the Executive branch when needed to verify factual accuracy. When this occurs, the period of shared review must be brief, and the purpose must be disclosed to the sponsoring Council Member.

Analyst Independence

The Council Executive Director retains final authority over the level of research or analysis that can be produced, the production timeline, and the assignment of staff to a project. Within those parameters, individual analysts have final authority over the content of the memos, fiscal notes, budget overview papers, presentations, and budget amendments they produce. Council Members are welcome to provide feedback and raise factual errors, but the analyst's independent judgment governs the substance of their work product.

- The Council Executive Director and direct supervisors of Policy Analysts retain the authority to guide the scope, structure, content, and analytical approach of work products, including determining what information should be included, refined, condensed, or further developed.
- No analyst may be directed by a Council Member, Legislative Assistant, or any other party to change their findings or omit material information from a work product.
- If an analyst believes they are being pressured to compromise the objectivity or completeness of their work, they must notify the Council Executive Director immediately. The Council Executive Director is responsible for resolving the situation and, if necessary, escalating to the Council President.

Escalation When the Concern Involves the Director: When the concern about improper influence involves the Council Executive Director themselves, the staff member should report directly to the Council President, bypassing the Council Executive Director entirely. If the concern involves both the Council Executive Director and the Council President, the staff member may report directly to the City's Human Resources Department, the City Attorney's Office, or through the process established under Washington State's Local Government Whistleblower Protection Act (RCW 42.41). No staff member shall face retaliation for making a good-faith report through any of these channels.

- This independence serves as a structural safeguard for the Council as a whole, rather than an individual prerogative of the analyst. It helps ensure that all seven Council Members can rely on the accuracy, completeness, and objectivity of the analysis they receive, regardless of who requested it.
- If a Council Member has concerns regarding the quality, completeness, tone, or character of an individual analyst's work product, those concerns should be raised with the Council Executive Director for review and, where appropriate, addressed as a supervisory or performance management matter.

4.4 Outside Legal Counsel

The City Attorney's Office provides legal counsel to the City Council and its staff and reviews all Council-generated legislation before introduction. All legal inquiries are coordinated through the Policy Advisor, and all legal advice remains confidential unless waived by five affirmative Council votes.

5. Legislative Processes & Workflows

5.1 Ordinance & Resolution Lifecycle

Stage	Owner	Description
1. Idea / Proposal	Council Member / Policy Advisor	Council Member identifies a policy goal. Policy Advisor or Analyst assists in scoping into a policy framework. Legislation must be sponsored by at least two Council Members.
2. Drafting	Policy Advisor / City Attorney	Legislation drafted by Central Staff or City Attorney's Office. All items must be in final or close-to-final form before committee placement.
3. Committee Introduction	Council Executive Director	Director coordinates placement on the appropriate standing committee. Items submitted to OnBase by 5:00 p.m. Wednesday; all OnBase approvals by 9:00 a.m. Thursday.
4. Committee Review	Committee Chair / Policy Analyst	Committee discusses the proposal. Public testimony accepted. Legislation must be sponsored by at least two Council Members.
5. Full Council – First Reading	Council President / City Clerk	Item placed on the full Council legislative agenda. Includes opportunity for public comment. Must have been on file with City Clerk at least three business days.
6. Full Council – Final Reading & Vote	Full Council	Typically, two or more weeks after First Reading. Council deliberates, makes final amendments, and votes. Four or more affirmative votes required for passage.
7. Mayoral Action	Mayor's Office	Non-emergency ordinances transmitted to the Mayor within five days. Mayor has 10 days to sign, veto, or take no action. Council may override a veto within 30 days by five affirmative votes.

5.2 Council Initiative Process

A Council Member may initiate new legislation or a policy change through the process below. The table shows both the Central Staff role and the Council Member role at each stage. This parallel structure is intended to make clear who is responsible for what within the varying office roles.

Legislative Change Request

Stage	Central Staff Role	Council Office Role
1. Initiation	Policy Advisor or relevant Policy Analyst meets with the sponsoring office to scope the issue: problem being addressed, desired outcome, legal and fiscal landscape, and preferred timeline. For projects likely to require more than 20 hours of staff time, Central Staff prepares a brief written scope summary (see below) before major resources are committed.	Sponsoring Council Member engages Central Staff early. Provides direction on policy intent. Legislation must be sponsored by at least one Council Member to get on Committee and two are required to move out of Committee.
2. Research	Policy Advisor leads research: reviews legal constraints, comparable city approaches, fiscal implications, and operational considerations. Presents findings to the sponsoring office.	Provides direction on how to proceed based on research presented. Leads external stakeholder engagement. Clarifies Central Staff's role to stakeholders.
3. Drafting	Policy Advisor leads drafting of legislation in coordination with the City Attorney's Office. Seeks input from executive subject-matter experts as deemed appropriate. Drafts fiscal note. Coordinates legal review prior to introduction.	Reviews drafts to ensure policy intent is reflected. Provides recitals language. Decides on policy choices presented by Central Staff.
4. Committee Introduction	Coordinates upload to OnBase and placement on committee agenda by the Senior Executive Assistant. Policy Analyst then prepares a descriptive memo for the first committee discussion.	Coordinates with the Council President's office on committee assignment and introduction timing.
5. Committee Discussion	Analyst prepares analytical memo identifying policy issues for deliberation. A second analyst may be assigned to provide independent issue identification. Drafts amendments as directed by Council Members. Director of Communication becomes engaged as this fits within the Council's strategic communications plan.	Sponsor presents the merits of the legislation and engages other Council Members, stakeholders, and media. Sets committee discussion schedule and amendment timeline in coordination with Central Staff.

6. Full Council Action	Prepares the legislation, as amended, for final consideration. Updates fiscal note as needed. Policy Analyst provides an analysis of the proposal.	Sponsor speaks to the merits at the legislative session. Manages stakeholder engagement through final vote.
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Scoping Summary for Large Projects

For any Council-initiated project estimated to require more than 20 hours of Central Staff time, the Council Executive Director prepares a brief written scope summary before substantive work begins. This document is shared with the sponsoring Council Member and the full Council for awareness. It covers:

- The policy issue or goal the project is intended to address.
- The anticipated Central Staff work product and role (research, drafting, analysis, or a combination).
- An estimated timeline for key milestones.
- Any known dependencies, legal constraints, or capacity considerations.

The scope summary is not a formal agreement, rather this is a shared understanding that reduces miscommunication and helps the Council Executive Director manage workload across competing requests. The scope summary may be updated as the project develops.

5.3 Agenda Development Workflow

The Council Executive Director manages the legislative workflow, while the Senior Executive Assistant manages agenda creation, development, and finalization in OnBase.

Key standards for agenda development workflow include:

- **OnBase Submission Deadline:** Items must be uploaded to OnBase by 5:00 p.m. on the Wednesday preceding the desired committee meeting date.
- **OnBase Approvals:** All OnBase approvals must be completed by 9:00 a.m. on the Thursday preceding the desired meeting date. Items that do not clear by this deadline may be added at the committee chair's discretion.
- **Required Agenda Sheet:** Each submission must include a fully completed agenda sheet, including a plain-language summary, fiscal impact information, and identification of the Council sponsors. Items with incomplete fiscal information may be excluded by the committee chair or referred to the Finance & Administration Committee for additional review.
- **Committee Agenda Circulated:** Staff will circulate the final committee agenda by the close of business on the Friday preceding the meeting.
- **Fiscal Note Requirement:** Any ordinance or resolution that would impact the City's fiscal condition, based on fiscal note defined standards and requirements, must note that fact on the agenda sheet and include a brief fiscal impact description.
- **Legislative Agenda Distribution:** Final agendas are published and distributed in compliance with the Washington State Open Public Meetings Act (OPMA) notice requirements.
- **Amendment Deadline:** Proposed amendments must be submitted in writing to the City Clerk and all Council Members and staff in accordance with the Council's rules. Each amendment must include a purpose statement and be provided in both clean and redline format. Late amendments, if adopted at the next agenda review session, will automatically defer the item to the next legislative agenda.

5.4 Meeting Schedule

The Council holds three types of regular meetings each week:

- **Agenda Review:** Held Tuesdays at 11:00 a.m. (effective 2026). Agenda Review is used to review the final and draft agendas for the next two legislative meetings and to approve the draft agenda as the final agenda. Any Council Member may move to defer, refer, amend, or withdraw an item.
- **Committee Meetings:** Held monthly on Tuesdays at 1:00 p.m. (effective 2026). Each standing committee meets during its designated week: Public Safety & Community Health in the first week, PIES in the second week, Urban Experience in the third week, and Finance & Administration in the fourth week.
- **Legislative Sessions:** Held on Wednesdays at 6:00 p.m. (effective 2026). Legislative Sessions are the Council's formal public meetings. Open forum follows the conclusion of all legislative business.

5.5 Public Records Compliance

The Council Office operates under Washington State's Public Records Act (RCW 42.56).

- All correspondence, documents, emails, text messages, and records created in the performance of official duties are subject to public records requests, including communications on personal devices.
- Requests received by any Council Office staff member must be immediately forwarded to the Senior Executive Assistant, who coordinates responses with the City Clerk's Office.
- Records must be retained per the Washington State Records Retention Schedule. Staff may not delete any official record without the Director's authorization.

5.6 Post-Adoption Tracking and Oversight

Following the adoption of legislation or policy initiatives, designated Central Staff analysts should maintain ongoing implementation tracking and oversight to preserve institutional knowledge, monitor progress toward intended outcomes, and evaluate operational impacts, amendments, and implementation challenges over time. The Policy Advisor is responsible for coordinating with departments to collect and maintain relevant implementation data, including performance measures, financial impacts, workload indicators, service levels, compliance with legislative intent, community feedback, and milestone completion status, as applicable to the adopted initiative.

As part of this process, the Council or a designated committee should periodically conduct post-adoption reviews to evaluate program effectiveness, administrative implementation, operational efficiency, fiscal impacts, and progress toward established goals and policy objectives. Findings should be summarized through periodic written updates, briefing memoranda, dashboard reporting, or committee presentations to ensure the Council receives consistent information regarding implementation status, emerging issues, measurable outcomes, and any recommended policy, budgetary, operational, or programmatic adjustments.

5.7 Strategic Planning and Annual Priority Alignment

The Council conducts an annual strategic retreat to establish legislative, operational, and budgetary priorities for the upcoming year; evaluate emerging community and organizational issues; review the status of major initiatives; and assess the effectiveness of internal Council operations and processes. As part of this retreat, the Council will also conduct an annual self-evaluation to assess its overall effectiveness as a legislative body, including communication and collaboration among Council Members, alignment on strategic priorities, legislative productivity, committee structure and effectiveness, meeting efficiency, constituent engagement, policy implementation follow-through, intergovernmental coordination, and the effectiveness of Council support operations and staffing resources. The retreat serves as an opportunity to strengthen alignment among Council Members, establish shared expectations, and review long-term organizational and operational needs.

The Council will identify policy objectives, desired service outcomes, and funding priorities to be communicated to the Mayor's Office in advance of preparation of the proposed budget. The annual budget process is one of the Council's most significant policy-making and strategic planning tools. The budget functions not only as a financial operating plan, but also as a mechanism to communicate

organizational priorities, establish service expectations, allocate resources, and measure performance outcomes. Through the budget process, the Council aligns financial decisions with adopted strategic goals, legislative initiatives, infrastructure needs, and long-term community priorities while balancing fiscal sustainability and operational capacity.

To support medium- and long-term policy development, Central Staff will facilitate periodic planning workshops and strategy sessions for Council Members focused on one- to five-year planning horizons. These workshops assist the Council in defining measurable objectives, identifying emerging issues and opportunities, evaluating operational constraints, assessing organizational and staffing capacity, and developing potential legislative or policy approaches. Central Staff will also provide research, benchmarking, implementation considerations, and policy analysis to support informed decision-making and help ensure that adopted initiatives are achievable, sustainable, and aligned with the Council's broader strategic direction.

6. Council Office Operations

6.1 Constituent Services Standards

The following standards apply to all constituent-facing work across the office:

- **Response Time:** Staff should provide an initial acknowledgment within two business days and a full resolution or status update within five business days, where feasible.
- **Intake & Tracking:** Constituent contacts should be logged and tracked consistently. Contacts should be documented in a consistent format coordinated by the Senior Executive Assistant, using available office tools until a formal tracking system is established.
- **Professional Communication:** All constituent and interdepartmental communications must be courteous, clear, and professional. Staff should use plain language, acknowledge the constituent's concern, avoid overly technical or defensive wording, and provide helpful information or next steps when available. Communications should remain respectful and neutral, even when responding to complaints, disagreements, or emotionally charged issues, and should always reflect the professionalism of the Council Office.
- **Multi-District Inquiries:** Issues affecting multiple districts should be coordinated among the relevant Legislative Assistants and escalated to the Council Executive Director when needed.
- **Escalation:** Matters involving legal questions, safety concerns, media attention, or significant public controversy must be elevated to the Council Member and/or Council Executive Director.
- **Confidentiality:** Information gathered, received, or overheard in the Council Office may be privileged, sensitive, or incomplete. Staff must not disclose confidential or sensitive information outside the office. If there are questions about confidentiality, these should be vetted and addressed in coordination with the Council Executive Director.

6.2 Information Integrity, Confidentiality, and Protected Reporting

This standard is intended to balance the Council Office's obligation to protect sensitive, preliminary, privileged, and personnel-related information with the equally important need to preserve lawful reporting channels for concerns involving misconduct, legal violations, safety risks, misuse of public resources, or other improper governmental action.

- **Confidentiality and Discretion:** Council Members, Central Staff, and Legislative Assistants may receive, prepare, or overhear information that is privileged, sensitive, preliminary, personnel-related, legally protected, or incomplete. Such information should be handled with discretion and not disclosed outside appropriate City channels unless authorized, legally required, or made through an appropriate protected reporting process.
- **Preliminary, Legal, and Personnel-Related Information:** Draft materials, internal recommendations, legal communications, personnel matters, complaints, investigations, labor matters, and executive session information should be handled with heightened care. Washington law recognizes protections for certain preliminary drafts and intra-agency memoranda, attorney-client privileged communications, and executive session discussions within defined statutory limits.
- **Protected Reporting:** Confidentiality expectations do not prohibit good-faith reporting of improper governmental action through appropriate channels. Council Members and Council staff should use established City procedures, supervisory channels, Human Resources, the City Attorney's Office, or other legally appropriate reporting avenues when raising concerns involving misconduct, retaliation, safety risks, legal violations, or misuse of public resources.
- **Appropriate Disclosure and Review:** Informal disclosure, rumor, unauthorized distribution, or personal social media should not be used as a substitute for legally appropriate reporting or disclosure. When there is uncertainty regarding confidentiality, privilege, public disclosure, or protected reporting, the matter should be reviewed with the Council Executive Director and, where appropriate, the City Attorney's Office, Human Resources, or the City Clerk's Office before information is shared.

- **Governing Authority:** These standards are subject to and should be applied consistently with the City Charter, City Code, Council Rules, applicable City policies, and Washington State law, including requirements under the Public Records Act, Open Public Meetings Act, and Local Government Whistleblower Protection Act.

6.3 Timekeeping, Accountability, & Overtime

All Council Office staff are responsible for accurately documenting hours worked, regardless of position, assignment, work location, or schedule. Timekeeping is an essential accountability practice that supports compliance with wage-and-hour laws, provides transparency into staff workload, documents after-hours and off-site work, and helps supervisors manage capacity, overtime, and the equitable distribution of work across the office.

Time spent in the Council Office during regular business hours should be used for City-related work, with personal tasks limited to authorized breaks or meal periods. Work on behalf of outside organizations, campaigns, advocacy groups, community groups, or other third-party entities may not be conducted using City time, equipment, technology, office space, email accounts, supplies, or other City resources. Any participation in a public meeting on behalf of an outside group or third-party interest must occur outside paid staff hours, without City resources, and with clear disclosure of the individual's role, purpose, and capacity.

To promote consistent reporting, basic timecards are required for all Central Staff and Legislative Assistants. Timecards must be completed for each workweek and reviewed and signed by the employee's direct supervisor. These records are intended to supplement formal payroll entries and provide a clear record of regular hours, after-hours work, off-site work, leave usage, and overtime-eligible activity.

- **Timekeeping Requirement:** All Central Staff and Legislative Assistants must submit a weekly timecard documenting hours worked. Timecards must reflect actual hours worked, including regular work hours, leave, overtime, after-hours work, and off-site work performed during regular business hours.
- **Work Outside Regular Business Hours:** Any employee who performs work outside the standard 8:00 a.m. to 5:00 p.m. timeframe must document those hours on their timecard. This includes evening meetings, community events, legislative sessions, committee meetings, constituent work, email or voicemail responses, research, drafting, or other work performed before or after regular business hours.
- **Off-site Work:** Employees must document all off-site work on their timecard, whether performed during regular business hours or outside the standard 8:00 a.m. to 5:00 p.m. schedule. Timecards should note the applicable time and general nature of the work performed to support accurate reporting, accountability, and consistent tracking of work completed outside the Council Office.
- **Payroll System:** All payroll-related entries are recorded in PeopleSoft, including regular time, overtime, vacation, and sick leave. Submissions and timecards must reflect actual hours worked.
- **Workweek:** The workweek runs from Sunday at 12:00 a.m. through Saturday at 11:59 p.m. Hours may not be averaged across multiple workweeks for purposes of determining overtime eligibility.
- **Overtime Eligibility and Approval:** The Council Office operates under the Washington State Minimum Wage Act. Non-exempt employees must be paid at 1.5 times their regular rate of pay for all hours worked over 40 in a single workweek; paid leave and holidays do not count as hours worked for overtime purposes. All overtime must be approved in writing by the Council Executive Director or Council President, in consultation with the Council Budget Director, before the work is performed. Unauthorized overtime may result in corrective or disciplinary action. Overtime-eligible employees must report and be compensated for all hours worked.
- **Compensable After-Hours Work:** Non-exempt employees must report all compensable work performed outside scheduled hours, including attendance at evening legislative sessions, committee meetings, community events, checking or responding to email or voicemail, performing research or drafting assignments, or working through an unpaid meal period.

- **Telework Documentation:** Employees must document all telework hours on their timecard, including regularly scheduled remote work and any approved ad hoc remote work. Telework must be consistent with an approved Work from Home Agreement or advance email authorization, and staff remain subject to in-person attendance requirements for Council meetings, committee meetings, public hearings, community events, and other operational needs.
- **Supervisor Review:** Direct supervisors are responsible for reviewing and signing weekly timecards, confirming that hours are complete and reasonably documented, and identifying workload, scheduling, or overtime concerns that may require follow-up with the Council Executive Director.

6.4 Telework Policy

The Council Office supports a structured hybrid telework model that balances operational flexibility with the in-person presence required for effective legislative service. The following standards apply to all Central Staff. Legislative Assistants' schedules are determined by their assigned Council Member in consultation with the Council Executive Director.

In-Office Requirements

Minimum On-Site Requirement: Central Staff are expected to work on-site at City Hall a minimum of three (3) days per week. The remaining days may be performed remotely from an approved location, subject to a completed and approved Work from Home Agreement (Appendix C).

Mandatory In-Person Events: Staff are required to be on-site for: all Council and committee meetings; public hearings; agenda review sessions; community events and public-facing functions; and any operational situation requiring in-person staff presence as determined by the Council Executive Director.

Director Discretion: The Council Executive Director may adjust in-office requirements for individual staff members or for the full office based on legislative calendar demands, meeting load, or other operational needs. Adjustments are communicated in advance where possible.

Work from Home Agreement

Agreement Required: Any staff member requesting a regular remote schedule must complete a Work from Home Agreement specifying scheduled work hours and location for each day of the week. The agreement is signed by both the employee and the Council President and remains in effect until amended.

Ad Hoc Remote Requests: Requests to work remotely on a day not covered by an existing WFH Agreement must be submitted by email to both the Council Executive Director and the Council President in advance of the remote day.

Remote Work Expectations

Availability: Staff working remotely must remain fully available by phone, email, and Teams during all scheduled work hours. Response times should be equivalent to in-office standards.

Performance Standards Apply: Telework is a schedule accommodation, not a change in work duties. All performance expectations, timekeeping requirements, and confidentiality obligations apply regardless of work location.

Work Location: Staff may not conduct City work from locations outside Washington State without prior written authorization from the Council Executive Director, due to potential tax and employment law implications.

6.5 Ethics, Conflicts of Interest, & Conduct

The Council Office holds itself to high ethical standards and expects proactive disclosure of actual, potential, or perceived conflicts of interest. Clear ethical parameters are essential to maintaining public trust, supporting transparent governance, protecting the integrity of Council decision-making, and ensuring that public office, staff roles, and City resources are used only for appropriate public purposes.

All Council Office staff are subject to SMC Chapter 01.04A, Code of Ethics, and elected officials are also subject to ethical parameters in the City Charter and Council Rules of Procedure.

- **Core obligation:** Uphold the highest standards of responsibility, trustworthiness, integrity, truthfulness, honesty, and fairness. Never use City position, authority, or resources for personal gain.
- **Annual disclosures:** Conflict-of-interest disclosure forms must be completed annually by all Council Members and Council Office staff. The Council Executive Director administers this process.
- **Council Member Conflicts:** Council Members must promptly disclose any actual or potential conflict of interest. A Council Member with a personal interest in a matter before the Council must disclose that interest and abstain from deliberation and voting (per Spokane City Charter § 36).
- **Grievances:** Grievances and disciplinary actions are handled in coordination with the City's Human Resources Department, with the Council Executive Director serving as the HR point of contact for the Council Office.

6.6 Conduct During Elections

Council Members must maintain a clear separation between official City business and campaign or election-related activities. During an election period, Council Members may continue to perform official duties and respond to constituent concerns; however, campaign-related communications, scheduling, materials, events, and requests should be handled outside City processes and through campaign-designated channels.

To ensure this separation, the following standards apply:

- **Use of City Resources and Platforms:** City facilities, staff time, public resources, City equipment, official email accounts, Council Chambers, newsletters, or other City resources may not be used to support or oppose any candidate, campaign, or ballot proposition.
 - *Social Media & Websites:* Official Council websites and social media platforms may not be used in support of or opposition to a ballot measure or political campaign. Furthermore, official social media pages must maintain an objective stance and will not "like," share, or otherwise engage with content related to the personal campaigns of Council Members.
 - *Meeting Agendas:* Council meeting agendas and public comment opportunities shall not be used as a political platform or forum by political candidates, nor by organizations supporting or opposing political campaigns or ballot measures.
- **Separation of Official and Candidate Roles:** When representing the Council in an official capacity (e.g., serving as a spokesperson at public events or in the media) during an election period, Council Members must maintain a clear distinction between their role as an elected official and their role as a candidate.
- **Solicitation of Contributions:** No person shall solicit or receive monetary contributions or services for political purposes in any room or building occupied for the discharge of official City duties.
- **Communication Budgets and Newsletters:** To avoid the perception of taxpayer dollars funding political materials, Council Members should adhere to designated communication blackout periods, such as suspending the use of district communication funds 60 days prior to an election or withholding the mailing of official newsletters between primary and general elections. During an election year, official newsletters should avoid articles that attack or criticize other officials, address integral campaign platform issues, or discuss issues actively being debated by opposing candidates.
- **Transitioning & Fiscal Oversight:** The City should ensure appropriate fiscal policies are in place during election years, including the timely disabling of purchase and travel cards for outgoing Council Members to prevent inadvertent overspending that may impact incoming members' budgets.
- **Use of Employee Images:** Council Members should avoid using images of City employees in uniform or at work in campaign materials. During the active candidacy period, Council Members

must refrain from highlighting or adding images of on-duty city employees to personal or re-election websites and social media platforms.

Council staff must remain neutral and strictly separate from municipal election or re-election activities in their official City capacity. However, as private citizens, staff members retain their rights to engage in the political process outside of work hours. Constituent inquiries received during an election period should continue to be handled through the standard constituent service process, with care to ensure that City resources are used only for official City business.

To ensure a clear separation between official duties and personal political activities, the following standards apply:

- **Personal Political Participation (Off-Duty):** Staff members are permitted to participate in campaign activities, volunteer for candidates, and express their personal political opinions outside of their regular working hours and while off duty. Nothing shall be construed as prohibiting any staff member from exercising their First Amendment right to privately express an opinion, engage in political activities on their own time, or cast a vote.
- **Prohibition on City Resources and Time:** Staff are strictly prohibited from engaging in any political campaign activity during work hours or while on duty. Staff may not use any City resources—including office equipment, City facilities, official email accounts, or staff time—to support or oppose a candidate for public office.
- **Clear Separation of Roles:** When engaging in off-duty campaign activities, staff must do so strictly in their personal capacity. Staff must not use their official Council title or position to imply City endorsement, nor wear City-issued uniforms or badges while engaging in personal political advocacy.
- **Monetary Contributions:** Staff may make personal monetary contributions to campaigns; however, no person shall solicit or receive any contribution for political purposes in any room or building occupied for the discharge of official City duties.
- **Prohibited Official Campaign Support Tasks:** While serving in their Council Office role and during work hours, staff may not draft, type, edit, copy, print, email, post, distribute, coordinate, schedule, or otherwise support campaign-related materials, candidate statements, or campaign communications. Specific prohibitions while on duty include drafting campaign press releases, conducting opposition research, or scheduling campaign appearances.
- **Handling Campaign Inquiries & Favors:** Campaign-related calls, emails, correspondence, or requests received during work hours should be referred directly to the Council Member or their designated external campaign contact. Additionally, staff must not work outside the standard constituent complaint resolution process to secure a quick response as a "campaign favor" for an incumbent or candidate.

6.7 Travel & Purchasing

The Council office adheres to the City's administrative travel and purchasing policies. Key requirements specific to the Council office in applying these include:

- **Travel Approval:** All travel must be approved in advance by the Council President.
- **Travel Authorization Form:** This form must be submitted prior to travel, including the event agenda, estimated costs, and applicable federal GSA per diem rates ([gsa.gov/travel](https://www.gsa.gov/travel)).
- **Unallowable Expenses:** Any charges that are inconsistent with approved travel expenses and any undocumented charges are the personal financial responsibility of the Council Member or staff.
- **Office Purchasing:** General supplies are coordinated through the Senior Executive Assistant and charged to the Council Office budget. Special supply requests or items that exceed the standard budget allocation require approval from the Council Executive Director. All purchasing card transactions must be supported by valid receipts submitted for timely reconciliation.

6.8 Technology Systems

System	Primary Use	Key Notes
OnBase	Legislative document management	System of record for all formal legislative items. All agenda submissions go through OnBase. Contact IT Help Desk for access issues.
PeopleSoft	Timekeeping & HR	Submit all hours worked, including overtime and leave. Must reflect actual hours. Contact Payroll for corrections.
Microsoft Outlook	Email, calendar, room booking	Primary email and scheduling system. Book conference rooms through Outlook's room finder.
Microsoft Teams & Planner	Staff collaboration	Used for internal communication, file sharing, task tracking, and virtual meetings. Follow office-wide protocols from the Council Executive Director.
SharePoint	Document repository	Shared location for templates, letterhead, procedures, and reference documents. Use the approved file naming convention.

6.9 Document & Records Management

Consistent document management practices are essential for legal compliance, operational continuity, and efficient knowledge sharing. All Council Office staff must follow these standards:

- **Templates and Forms:** Council Office templates and standardized forms are maintained in a centralized SharePoint location to ensure staff have access to current, consistent materials. The Senior Executive Assistant conducts quarterly document maintenance, including reviewing materials for accuracy, removing outdated versions, confirming formatting consistency, and maintaining version control and an update log. At a minimum, this includes standard forms for:
 - Legislative requests.
 - Committee referrals
 - Policy analysis requests
 - Agenda templates
 - Staff memo templates
 - Staff reports and agenda sheets
 - Transmittal and request templates for Council Member or Administration-initiated legislative or budget proposals
 - Other forms needed to support Council Office operations, legislative review, agenda preparation, and internal office processes
- **File Naming:** All documents saved to shared drives or SharePoint must follow: [Date_YYYY-MM-DD]_[Type]_[Subject]_[Version]. Example: 2026-09-15_Memo_BudgetAmendment_v2.
- **Folder Structure:** Files must be saved in the designated SharePoint folder structure. Do not create personal or parallel filing systems on shared drives.
- **Retention:** Retain all records per the Washington State Records Retention Schedule. Council Members and staff must not delete any official record without Council Executive Director authorization and confirmation of the applicable retention period.
- **Letterhead & Brand:** All external communications must use the approved City of Spokane letterhead. Business cards and signature stamps are coordinated through the Council Executive Director.

6.10 Conference Rooms & Facilities

City Hall conference rooms are available for Council Office use and must be reserved through the Outlook calendar system. The Council Chambers and an adjoining conference room are the primary spaces for Council meetings and hearings. The Council Office operates in an open-plan environment within City Hall; use the available conference rooms for confidential conversations and focused work.

6.11 Interdepartmental Coordination and Communication Protocols

To support effective governance, the Council Office has formal protocols governing interactions between the legislative and executive branches, including standards for departmental coordination, information requests, and intergovernmental collaboration.

- **Legislative vs. Administrative Boundaries:** Council Members and Council staff must respect the separation of powers between the legislative and executive branches. While the Council maintains policy oversight and legislative authority, it should not interfere with the day-to-day administration of City operations, direct the work of executive staff, or issue orders to employees subordinate to the Mayor or Chief Administrative Officer.
- **Routing Requests:** When a request for information or action is minor in nature and requires minimal staff time, the Council Member or Council staff may coordinate directly with the applicable department head. Requests involving significant staff resources, operational impacts, policy considerations, or sensitive matters should be submitted in writing and routed through the Council President to the Mayor or City Administrator to ensure appropriate coordination, accountability, and workload management.
- **Intergovernmental Relations:** The Council may use a designated committee structure or dedicated intergovernmental affairs staff to coordinate with local, regional, state, and federal agencies and to advance the City's legislative, policy, and partnership priorities in a consistent, organized manner.

6.12 Media Relations and Spokesperson Guidelines

- **Official Council Communications:** The City Council President serves as the City Council's official spokesperson and is responsible for communicating adopted Council positions and actions to the media and the public. When appropriate, the Council may designate another spokesperson with subject-matter expertise or project sponsorship to communicate on its behalf regarding a specific issue or initiative.
- **Individual Council Member Communications:** Council Members may communicate independently with the media and public regarding their personal positions, district priorities, and policy views. When doing so, Council Members must clearly indicate that they are speaking as an individual elected official and not on behalf of the full Council. Council Members should avoid making statements that could be construed as representing an adopted Council position on matters where the Council has not yet taken formal action. Legislative Assistants may support individual Council Member communications, including media coordination, press releases, and social media, provided that any materials distributed through City channels or using City resources are factual, nonpartisan, and consistent with adopted Council policies. When a Council Member is unsure whether a communication falls within the official Council spokesperson territory, they should consult with the Council President or the Director of Communications before proceeding.
- **Council Staff Communications:** Central Council Staff and Legislative Assistants are responsible for providing accurate, professional, and nonpartisan communications in support of the legislative body and individual Council offices. Staff communications must align with adopted Council policies, maintain confidentiality when required, and clearly distinguish between official Council actions, administrative information, and individual Council Member positions. When expressing personal opinions or engaging in communications outside their official capacity, staff must clearly communicate that such views are their own and do not represent the position of the City Council or the Council Office.

- **Council Communications Plan:** The Director of Communications is responsible for developing, maintaining, and implementing a Council-approved communications plan establishing consistent standards for messaging, media coordination, branding, public information procedures, communication priorities, and stakeholder engagement to support transparent, accurate, and coordinated public communications.

7. Performance Expectations & Professional Standards

7.1 Core Professional Standards

Ethics Standard (SMC 1.04A): "It is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees who shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as a public servant including the appearance of impropriety, and never use their City position, authority or resources for personal gain."

The following standards apply to all Council Office staff regardless of position:

- **Quality:** All work products meet standards of accuracy and thoroughness and are professionally presented. Staff review their work before submission.
- **Responsiveness:** Staff respond to Council Members, constituents, and colleagues promptly. Delays are communicated proactively.
- **Objectivity:** Analysis and advice are provided honestly by staff, without personal or political bias.
- **Conflicts of Interest:** Disclose any personal financial interest or relationship that could create a conflict with official duties.
- **Collaboration:** Work cooperatively across the office; avoid creating information silos.
- **Professionalism in Public:** Conduct in meetings, community events, media appearances, and online must reflect positively on the institution.

Additionally, the Council Office is committed to applying established City human resources standards and procedures to its employees, including hiring, discipline, performance management, leave administration, and other personnel matters. These processes should be followed to promote consistency, fairness, and administrative accountability, while recognizing that Council Office personnel practices must also remain consistent with the Council's independent authority, separation-of-powers responsibilities, and any applicable Charter, Code, rule, or legal requirement governing the legislative branch.

7.2 Annual Performance Management Cycle

Each Central Staff and Legislative Assistant employee will participate in an annual performance evaluation conducted by their direct supervisor. These evaluations provide a structured opportunity to review job performance, clarify expectations, recognize accomplishments, identify training or professional development needs, and align individual work priorities with the Council Office's broader goals and service expectations.

Rating Scale

Rating	Label	Description
1	Unsatisfactory	Performance does not meet minimum expectations. Immediate improvement required.
2	Needs Improvement	Performance partially meets expectations. A development plan is recommended.
3	Meets Expectations	Performance consistently meets position requirements. Solid, reliable contribution.
4	Exceeds Expectations	Performance regularly exceeds position requirements. Demonstrates initiative.
5	Outstanding	Performance is exemplary. Serves as a model for others.

Evaluation Dimensions

All staff are evaluated on: Quality of Work; Prioritization; Time Management; Meeting the Needs of Multiple Council Members; Teamwork; Quantity of Work; Initiative; and Reliability.

Review Cycle

The annual cycle has three checkpoints:

- **Goal-Setting (January–February):** Each staff member establishes 3–5 performance goals with their direct supervisor. Staff hired or reassigned after February must complete a goal-setting meeting within 30 days of their start date or reassignment.
- **Mid-Year Check-In (June–July):** A documented meeting to review goal progress and adjust priorities as needed.
- **Annual Review (December):** Formal written review using the eight-dimension framework, conducted by each staff member's direct supervisor.
- **Legislative Assistant Reviews:** Conducted by the assigned Council Member with input from the Senior Executive Assistant on office-wide standards. The Director retains a copy of all completed reviews.
- **Mid-Cycle and Post-Election Reviews:** Staff who have been in their current role or under their current supervisor for fewer than six months at the time of the December review receive a structured interim check-in in place of a formal annual review; their first full annual review occurs the following December. Following a November election, Legislative Assistants assigned to an incoming Council Member must complete a goal-setting meeting with that Council Member within 30 days of them taking office. If the new working relationship began fewer than six months before the December review, the interim check-in provision above applies.

7.3 Council Self-Evaluation

The Council conducts an annual self-evaluation to review how effectively its goals, priorities, and initiatives are being supported through Council Office operations and staff resources. The Council President facilitates this brief, structured check-in with Council Members to assess legislative priorities, constituent service needs, and overall workflow. This discussion is intended to be practical and forward-looking rather than a formal or burdensome evaluation process.

The annual check-in includes discussion of:

- Council priorities and major initiatives for the coming year.
- Legislative workload, agenda flow, and staff support needs.
- Responsiveness to constituent service requests and Council Member inquiries.
- Communication practices between Council Members, Central Staff, Legislative Assistants, and the Administration.
- Opportunities to improve templates, procedures, timelines, or staff coordination.
- Training, technology, or resource needs that would improve Council Office effectiveness.

The purpose of the discussion is to identify what is working well, where minor adjustments may be needed, and whether any updates should be made to Council Office procedures or this guide.

7.4 Professional Development

The Council Office is committed to supporting the professional growth of all staff. Development is a shared responsibility between staff and their supervisors.

- **Annual Development Planning:** Each staff member identifies at least one professional development priority for the coming year as part of the performance review cycle.

- **Cross-Training:** The Council Executive Director maintains a cross-training plan ensuring at least one other staff member has working familiarity with each critical function.
- **Professional Associations:** Staff are encouraged to participate in the Association of Washington Cities (AWC), National League of Cities (NLC), and relevant subject-matter networks.
- **Council Member Training:** Council staff provide training to Council Members on various topics during study sessions, including annual ethics training and training on the Open Public Meetings Act and Public Records Act.

7.5 Onboarding Standards

New Staff (First 30 Days)

- Technology access setup: OnBase, PeopleSoft, Outlook, Teams, SharePoint.
- Overview of Council Rules of Procedure and the legislative process lifecycle.
- Overview of administrative purchasing and personnel policies, staff requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Review of Washington State OPMA and Public Records Act obligations.
- Ethics training and review of the City's Ethics Code and conflict-of-interest requirements.
- Introduction to office systems, document naming conventions, and file structure.
- Meeting with the Council Executive Director to review role expectations and first-month priorities.

Newly Elected Council Member (Within 30 Days)

- City Charter, SMC, and Council Rules of Procedure overview.
- Overview of the City's budget process and statutory budget requirements.
- Council rules, meeting process, and public testimony sign-up procedures.
- Summary of often-cited parliamentary process (motions, decorum, etc.).
- Overview of all standing and outside boards and commissions.
- Overview of administrative purchasing and personnel policies, Council Member requirements, and expected operational approach and levels of professionalism as outlined in this document.
- Introduction to Central Staff, Legislative Assistants, and key City department contacts.
- Policies and procedures relating to the publication of Council materials and the use of social media.
- Completion of open government training per Administrative Policy No. 0520-17-06 and RCW 42.30.205.
- Technology access and setup: email, cell phone, OnBase, PeopleSoft.
- Transition period (8 weeks after November elections): Council Members-elect invited to attend regular meetings and work sessions, provided agenda packets, and supported by Council staff in scheduling orientation meetings with City departments.

7.6 Succession Planning & Knowledge Continuity

The Council Office carries significant institutional knowledge in a small number of positions. The following practices manage continuity risk:

- The Council Executive Director maintains documented procedures for critical functions, updated at least annually.
- Cross-training ensures that at least one other staff member has working familiarity with each critical function.
- This guide, legislative procedures documentation, and key contact directories are maintained on SharePoint and reviewed at each annual update.
- When a key staff member transitions out, the Council Executive Director coordinates a structured knowledge transfer period.

7.7 Code of Conduct

The Spokane City Council Office Code of Conduct establishes clear, accessible behavioral expectations for all Council Members and Council Office staff. It reflects the Council's commitment to nonpartisan, equitable, and professional public service. This Code supplements the City's Ethics Code (SMC §01.04A), the City Charter, and the Council Rules of Procedure; where those authorities are more specific, they govern.

In addition, all City Council Office personnel should follow the procedures and expectations outlined in this handbook. Failure to do so may result in performance infractions for staff, and Council Members may be subject to disciplinary measures from the Council Body.

Behavioral Expectations

The following standards apply to Council Members and all Council Office staff:

- **Respectful Conduct:** Treat every colleague, constituent, partner agency representative, and member of the public with courtesy and respect, regardless of political position, district, or personal views. Personal attacks, intimidation, and demeaning conduct have no place in the Council Office.
- **Honesty and Transparency:** Maintain an atmosphere of honesty and transparency in all official actions. Do not misrepresent facts, withhold material information, or take actions designed to mislead colleagues, the public, or governing bodies.
- **Use of Public Resources:** Use City time, facilities, equipment, staff, and other resources only for official City purposes. Personal use of City resources must be incidental and must not interfere with official duties or create costs for the City.
- **Nonpartisan Standards:** Staff must maintain objectivity and professional independence in performing their duties. While Council Members appropriately advance policy priorities as elected officials, staff are expected to remain nonpartisan and neutral in the performance of their work.
- **Confidentiality:** Maintain strict confidentiality regarding privileged communications, draft work products, personnel matters, and executive session discussions. Do not share sensitive information with unauthorized parties.
- **Conflicts of Interest:** Council Members and staff must proactively disclose actual, potential, or perceived conflicts of interest before participating in any related decision or action. When in doubt, disclose.
- **No Retaliation:** No Council Member, supervisor, or colleague may retaliate against a staff member for making a good-faith disclosure of a conflict of interest, reporting a concern about misconduct, or exercising a legally protected right.

Equal Service Obligations

Central Staff serve the City Council as a whole — not individual Council Members, political factions, or campaign interests. The following obligations apply:

- **Equity of Service:** Central Staff provide equivalent quality of research, analysis, and legislative support to all seven Council Members. Workload prioritization is managed by the Council Executive Director to ensure no Council Member consistently receives less access to staff support than others.
- **Scope of Service:** Council Members may not direct Central Staff to produce work products that benefit only their individual office to the detriment of the Council as a legislative body, or that serve personal or campaign purposes.
- **Sharing of Work Products:** Work products produced by Central Staff — including research memos, fiscal notes, and legislative analyses — are shared with all Council Members upon completion or introduction, consistent with the confidentiality protocols in Section 4.3.
- **Legislative Assistants:** Legislative Assistants serve their assigned Council Member. However, they must treat all constituents equally and may not use City resources to advance the political interests of their Council Member over others.

Reporting Procedures

Council Members and staff who observe or experience conduct that may violate this Code, the City's Ethics Code, or other applicable standards have multiple reporting options depending on the nature and severity of the concern:

- **Supervisory Channels:** For most workplace conduct concerns, staff should raise the matter with their direct supervisor or the Council Executive Director. Council Members with concerns about staff conduct should raise them with the Council Executive Director.
- **Director or President Involvement:** When the concern involves the Council Executive Director, staff should report directly to the Council President. When the concern involves both the Director and the Council President, report to the City's Human Resources Department.
- **Ethics Commission:** Ethics concerns involving potential violations of SMC §01.04A or the City Charter may be reported to the City's Ethics Commission, which can investigate complaints, interpret the code, and initiate enforcement.
- **Whistleblower Protections:** Concerns about improper governmental action — including waste of public funds, gross mismanagement, abuse of authority, or violations of law — may be reported through the Local Government Whistleblower Protection Act process (RCW 42.41). Staff making good-faith reports under this Act are protected from retaliation.
- **City Attorney's Office:** Staff may also contact the City Attorney's Office for guidance on legal obligations, public records requirements, or ethical questions in the performance of their duties.

All reports made in good faith through the above channels are protected. No Council Member, supervisor, or colleague may discipline, demote, reassign, or otherwise retaliate against any person for raising a concern in good faith, even if the concern is later determined to be unfounded.

Spokane City Council Office | City Hall | 808 W. Spokane Falls Blvd. | Spokane, WA 99201

This guide is a living document. Questions regarding its content should be directed to the Council Executive Director.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/01/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/27/2026

Clerk's File #

RES 2026-0065

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

HOUSING & HOMELESS SERVICES

Bid #**Contact Name/Phone**

JON KLAPP 509-625-6036

Requisition #**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	ANDERSON, ARIELLE M.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	KINDER, DAWN		
<u>Accounting Manager</u>	DUFFEY, ANDREW		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	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 awards, 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:** Urban Experience **Date:** 08/18/2026**Committee Agenda type:** Discussion**Date Rec'd**

7/30/2026

Clerk's File #

ORD C36920

Cross Ref #

ORD C36646

Project #**Council Meeting Date:** 09/02/2026**Submitting Dept**

PLANNING SERVICES

Bid #**Contact Name/Phone**

SPENCER 509-625-6097

Requisition #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

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

EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS

Agenda Wording

Extension of interim zoning ordinance for height limits.

Summary (Background)

Council adopted ORD C36646 in March 2025 as an interim zoning ordinance. The ordinance eliminated height limits in the downtown and clarified height limits in other zones across the city. As an interim zoning ordinance, it was assigned a duration of six months, which would expire on Sept 24th. On Sept 15, 2025, City Council adopted a six-month extension, with an expiration of March 24, 2026. City Council adopted a second extension on Feb 23, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to height limits as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the height changes will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance another six months to March 24, 2027. This is anticipated to be the final extension before adoption of permanent code changes.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		sgardner@spokanecity.org	
smacdonald@spokanecity.org		eking@spokanecity.org	
amcdaniel@spokanecity.org			

ORDINANCE NO. C36920

An ordinance to extend the duration of interim zoning ordinance C36646 and subsequent ordinances concerning height limits; and reiterating a work program.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, on September 15, 2025, City Council adopted ordinance C36749, which extended the duration of ordinance C36646 to March 24, 2026; and

WHEREAS, on February 23, 2026, City Council adopted ordinance C36834, which extended the duration of ordinance C36834 to September 24, 2026; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled "Code Assessment and Modernization of Title 17 of the Spokane Municipal Code"; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City's Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of expiration of the current interim zoning ordinance on September 24, 2026; and

WHEREAS, in light of the foregoing efforts, the City Council wishes to extend the current interim zoning ordinance an additional six months to March 24, 2027; and

WHEREAS, following council's initial adoption of this ordinance on September 2, 2026, it was discovered that that the requirements for extension of the interim zoning ordinance had not been followed, and therefore, council needed to reconsider its action on September 2, place the ordinance back on its legislative agenda, and schedule a public hearing, all as required under state law; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance on September 23, 2026; and

WHEREAS, the error in adoption of this ordinance was only recently discovered, and is sudden and unexpected, and requires immediate action to prevent or mitigate the threat of a lapse in the existing interim zoning ordinance; and

WHEREAS, the normal course of legislative procedures of the City Council cannot timely prevent the lapse in the existing interim zoning ordinance and this ordinance needs to have immediate effect to prevent harm to the community or government functions;

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 the extension of the interim zoning control set forth in ordinances C36646, CC36749, and C36834. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 6 below

Section 2. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate height limits as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 4. Duration. That the duration of the interim zoning ordinance initially enacted by Ordinance C36646, and extended under ordinances C36749 and C36834, shall be extended an additional six months to March 24, 2027.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. 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 19 of the City Charter and under Section 01.01.080 of the Spokane Municipal Code, 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

Assistant 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**

8/27/2026

Clerk's File #

ORD C36937

Cross Ref #**Project #****Council Meeting Date:** 09/23/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**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	\$		
<u>Narrative</u>			
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	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>			
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:

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:** Reports, Contracts & Claims**Date Rec'd**

8/26/2026

Clerk's File #

OPR 2026-0761

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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	
<u>Narrative</u>			
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	
<u>Dept Head</u>	WILLIAMS, TOM M.	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	WILLIAMS, TOM M.	<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	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 immediately 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		

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



(877) 637-3473

Quote

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

< Business Lookup

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 location	License #	Count	Details	Status	Expiration date	First issuance date
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

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

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/01/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

7/27/2026

Clerk's File #

OPR 2026-0762

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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	
<u>Narrative</u>			
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	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	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

Signature

kathleen.brennan@budclary.com

email

700 7th Avenue

Address

Date: 10/22/25

Government Contracts Manager

Title

360-423-4321

phone

Longview, WA 98632

City, State, Zip

UBI#604671883

(Washington State, if available)

For Internal Use only: Approved: ☒

Rejected: ☐

If rejected provide reason:

Reviewed By: [Signature]

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**Date Rec'd**

8/24/2026

Clerk's File #

OPR 2026-0763

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HARTE, AMY	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	O'SULLIVAN, KRISTIN		
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	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

<image001.png>

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**Date Rec'd**

8/25/2026

Clerk's File #

OPR 2026-0764

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
sbrown@spokanepolice.org			

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
<i>Black, With Collar</i>				
(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
<i>Black Patches, Dark Gray Text, "POLICE"</i>				
(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
<i>Via Daylight Transport</i>				

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

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

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

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

Quotation: S06805

Quotation Date:
08/18/2026

Expiration:
10/23/2026

Salesperson:
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.

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**Date Rec'd**

8/26/2026

Clerk's File #

OPR 2026-0765

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 209,679	# 1620-91826-99999-33320-68036	
Expense	\$ 209,679	# 1620-91826-21250-51001-68036	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Grant	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
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WEMS

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 in the 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**Date Rec'd**

8/26/2026

Clerk's File #

OPR 2026-0766

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN		
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
brian.elliott@cjtc.wa.gov		spdfinance@spokanepolice.org	
spdexexecutivestaff@spokanepolice.org			

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

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.

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.

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 1 st 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

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.

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.

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]

CITY OF SPOKANE

Maggie Yates
By: Maggie Yates
Title: Deputy City Administrator
Date: 7/8/2026

**WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION**

Jerrell Wills
By: Jerrell Wills
Title: WSCJTC Interim Executive Director
Date: 05/27/2026

Attest:

Giacobbe Byrd
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

EXHIBIT A: CITY application for State Capital Budget Funds

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

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

**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

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

7/8/2026 8:09:42 AM

drose@spokanecity.org

Signer Events

Signature

Timestamp

Margaret Harrington

mharrington@spokanecity.org

Assistant City Attorney

City of Spokane

Security Level: Email, Account Authentication
(None)

Margaret Harrington

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)

Maggie Yates

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**Date Rec'd**

8/26/2026

Clerk's File #

OPR 2026-0767

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	COWLES, MATTHEW	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
cindy.guertin-anderson@commerce.wa.gov		spdfinance@spokanepolice.org	
spdexexecutivestaff@spokanepolice.org		Dan Waters dwaters@spokanepolice.org	
grants@spokanecity.org		zhjelm@spokanecity.org	



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



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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 Spokane City of DBA POLICE DEPARTMENT SPOKANE, WA 99201		2. Contractor Doing Business As (as applicable) Spokane Police Department	
3. Contractor Representative Jake Jensen Captain jdjensen@spokanepolice.org (509) 370-0303		4. COMMERCE Representative 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 \$200,000.00	6. Funding Source Federal: ☒ State: ☒ Other: ☐ N/A: ☐	7. Start Date 07/01/2026	8. End Date 06/30/2027
9. Federal Funds (as applicable) \$150,000.00		Federal Agency: Department of Justice, Office on Violence Against Women	
10. SWV # SWV0003387-00		11. UBI # 328013877	12. UEI # PDNCLY8MYJN3
13. Indirect Rate 16.00%		14. Award Method Competitive: Yes Direct:	
15. Contract Purpose To provide funding in support of domestic violence high risk team grant program activities.		NOFO/RFX# FY 2027 Domestic Violence High Risk Team Program	
Proviso # N/A		ALN 16.588	
COMMERCCE, 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 Kevin Hall Chief of Police Name Title Signed by Signature 7/8/2026 2:22 PM PDT Date		FOR COMMERCE Cindy Guertin-Anderson, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by 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_Note_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 its 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 COMMERCE 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 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.



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



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.



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
Name of Authorized Official

Kevin Hall

19FC1BC3616B489

Title of Authorized Official

7/8/2026 | 2:22 PM PDT

Signature of Authorized Official

Date



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.



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



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.**



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;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(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%



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;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(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%



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;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
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(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 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

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lupe Mendoza

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

lupe.mendoza@commerce.wa.gov

IP Address: 147.55.134.68

Record Tracking

Status: Original

Holder: Lupe Mendoza

Location: DocuSign

7/8/2026 1:26:33 PM

lupe.mendoza@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Ashley-Nicole Storey

Completed

Sent: 7/8/2026 1:31:22 PM

Ashley-Nicole.Storey@commerce.wa.gov

Viewed: 7/8/2026 1:35:33 PM

Security Level: Email, Account Authentication (None), Login with SSO

Using IP Address: 174.231.133.54

Signed: 7/8/2026 1:36:43 PM

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jodine Honeysett

Completed

Sent: 7/8/2026 1:36:44 PM

jodine.honeysett@commerce.wa.gov

Viewed: 7/8/2026 1:54:13 PM

VAWA Section Manager, OCVA

Signed: 7/8/2026 1:55:21 PM

Security Level: Email, Account Authentication (None), Login with SSO

Using IP Address: 198.239.106.205

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Trisha Smith

Completed

Sent: 7/8/2026 1:55:23 PM

trisha.smith@commerce.wa.gov

Viewed: 7/8/2026 2:03:18 PM

Managing Director

Signed: 7/8/2026 2:03:24 PM

WA State Dept of Commerce

Using IP Address: 198.238.29.53

Security Level: Email, Account Authentication (None), Login with SSO

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kevin Hall

Signed by:


19EC1BC3616B489...

Sent: 7/8/2026 2:03:26 PM

khall@spokanepolice.org

Viewed: 7/8/2026 2:17:01 PM

Chief of Police

Signed: 7/8/2026 2:22:04 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Accepted: 7/8/2026 2:17:01 PM

ID: 1154b146-25e1-4b97-9d32-2a356166fba6

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)		Sent: 7/8/2026 2:22:05 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 1:31:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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**Date Rec'd**

8/17/2026

Clerk's File #

OPR 2026-0768

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**Submitting Dept**

SPOKANE UNITED 911 NETWORK

Bid #**Contact Name/Phone**

MIKE FORBES 509-435-7029

Requisition #**Contact E-Mail**

MFORBES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART KTELIS

Sponsoring at Administrators Request

NO

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

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	
<u>Narrative</u>			
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.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 93600.00	# 5901-79226-94280-56406	
Expense	\$ 81480.00	# 5901-79226-94280-56406	
Expense	\$ 85554.00	# 5901-79226-94280-56406	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u> Recurring			
<u>Funding Source Type</u> Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
NA			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	WILLIAMS, STEPHEN C.		
<u>Division Director</u>	WILLIAMS, STEPHEN C.		
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
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 Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	CONTACT NAME: Certificate Department PHONE (A/C, No. Ext): (415) 754-3635 E-MAIL ADDRESS: certs@newfront.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tablet Command, Inc. 1212 Broadway Plaza, Suite 2100 Walnut Creek CA 94596	NAIC #

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ESO0940617881	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ESO0940617881	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				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 \$5,000,000 Each Claim \$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**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
---	--

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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'.

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.



ADDITIONAL INSURED CLAUSE (SPECIFIED THIRD PARTY)

ATTACHING TO POLICY N/A

NUMBER:

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)



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)



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**



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 CAC Specialty, LLC 250 Filmore Street, Suite 450 Denver, CO 80206	CONTACT NAME:		
	PHONE (A/C, No, Ext)	FAX (A/C, No):	
	E-MAIL ADDRESS: S1Risk@sequoia.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED Sequoia One PEO, LLC. Alt Emp: Tablet Command, Inc. 1033 W. Roosevelt Way, 3rd Floor Tempe, AZ 85288	INSURER A: AIU INSURANCE COMPANY		NAIC # 19399
	INSURER B:		
	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						EACH OCCURRENCE	\$
	☐ OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	☐ CLAIMS-MADE							\$
	DED ☐ RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☒ N	N/A	051133510	4/1/2026	4/1/2027	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



Business Lookup

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 location	License #	Count	Details	Status	Expiration date	First issuance date
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





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
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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

Description of the item or service: Software License - Tablet Command

Reason for sole source justification: The software is a proprietary mobile data terminal software used by the Fire Department.

8,175

Estimated quantity or number of units: 8,175

04/01/2025-12/31/2025

Estimated date of purchase: 04/01/2025-12/31/2025

Fire

Mike Forbes

509-435-7029

Description of the item or service: Software License - Tablet Command

04/01/2025

N/A

Description of the item or service: Software License - Tablet Command

Already in use, Contract in place

Description of the item or service: Software License - Tablet Command

Fire Department Facilities and Apparatus

Description of the item or service: Software License - Tablet Command

Already in use, contract in place

Description of the item or service: Software License - Tablet Command

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

- 1) Estimated quantity or number of units: 8,175
Reason for sole source justification: The software is a proprietary mobile data terminal software used by the Fire Department.
Estimated date of purchase: 04/01/2025-12/31/2025
Description of the item or service: Software License - Tablet Command

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.

[illegible][illegible]

4. E... TC is more expensive than SW and our current vendor, Infor, for a mobile data terminal however they are not comparable products in our opinion. Based on individual apparatus responses from 2024 we will utilize this software at least 87,017 times. Our call volume continues to increase and this will only increase interaction. Other software we use is priced similarly without the frequency of interaction.

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Tablet Command, Inc.

Registered address of the company

1212 Broadway Plaza, Suite 2100 Walnut Creek, CA 94596

Address of the company

Thom Woodward

877-998-2639

Address of the company

When the company is formed, the company shall be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California.

Modified by the company to be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California. The company shall be a corporation organized under the laws of the State of California.

Signature of the company

Signature of the company

Signature of the company

03/20/2025

Signature of the company

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8017



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 _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Company's Quote

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/01/2026**Committee Agenda type:** Reports, Contracts & Claims**Date Rec'd**

8/26/2026

Clerk's File #

OPR 2026-0769

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	FAIRBORN, KATHERINE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
spdexexecutivestaff@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.	
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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://bjaojp.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

Chris

Middle Name

no value

Last Name

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

16.738

Assistance Listings Program Title

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

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Solicitation Title

2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency

OJP

Application Number

GRANT14617206

Program Office

BJA

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

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[] *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-AwardReqs.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:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

8/10/2026

Clerk's File #

CPR 2026-0002

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**Submitting Dept**

ACCOUNTING

Bid #**Contact Name/Phone**

REBECCA 625-6093

Requisition #**Contact E-Mail**

RGRAYBEAL@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Council Sponsor(s)**Sponsoring at Administrators Request**

NO

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

5600-CLAIMS-2026

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 09/04/2026. Total \$10,483,214.62 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total \$9,957,859.39.

Summary (Background)

Pages 1-41 Check numbers: 621924-622096 Credit Card numbers: 003520-003541 ACH payment numbers: 156201-156454 On file for review in City Clerks Office: 41 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		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 9,957,859.39	#	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	
<u>Dept Head</u>	LIPPS, JOSH		
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
ACCOUNTSPAYABLE@SPOKANECITY.ORG			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 40

APPROVAL FUND SUMMARY

DATE: 09/08/26
TIME: 06:32
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,297,480.53
1100	STREET FUND	103,647.20
1200	CODE ENFORCEMENT FUND	34,561.48
1300	LIBRARY FUND	54,235.52
1330	MISCELLANEOUS GRANTS	3,545.75
1360	GENERAL FUND GRANTS	0.00
1380	SPOKANE SAFE STREETS FOR ALL	94,867.30
1390	URBAN FORESTRY FUND	713.15
1400	PARKS AND RECREATION FUND	86,720.46
1430	GRANTS OPERATIONS	6,370.07
1460	PARKING METER REVENUE FUND	9,705.02
1510	SPOKANE UNITED 911 NETWORK	3,006.22
1560	FORFEITURES & CONTRIBUTION FND	5,572.70
1620	PUBLIC SAFETY & JUDICIAL GRANT	714.91
1640	COMMUNICATIONS BLDG M&O FUND	10,006.50
1680	HOUSING AND HOMELESS SERVICES	10,479.62
1970	SPOKANE FIRE DEPARTMENT	209,461.34
1990	TRANSPORTATION BENEFIT FUND	70.00
3200	ARTERIAL STREET FUND	1,146,250.16
4100	WATER & HYDROELECTRIC SERVICES	435,464.39
4250	INTEGRATED CAPITAL MANAGEMENT	102,553.41
4300	WASTEWATER MANAGEMENT FUND	541,461.62
4480	SOLID WASTE FUND	233,944.88
4600	GOLF FUND	13,420.59
4700	DEVELOPMENT SERVICES	47,839.34
5100	FLEET SERVICES FUND	159,057.63
5200	PUBLIC WORKS AND UTILITIES	35,955.09
5300	IT FUND	47,174.93
5500	PURCHASING AND CONTRACTS	6,856.12
5600	ACCOUNTING SERVICES	25,774.84
5700	SPOKANE 311	7,626.37
5750	OFFICE OF PERFORMANCE MGMT	4,758.80
5800	RISK MANAGEMENT FUND	696.91
5810	WORKERS' COMPENSATION FUND	752.80
5820	UNEMPLOYMENT COMPENSATION FUND	84.51
5830	EMPLOYEES BENEFITS FUND	694,297.70
5900	FACILITIES MANAGEMENT FUND OPS	17,310.64
5901	ASSET MANAGEMENT FUND CAPITAL	178,128.19
6060	EMPLOYEES' RETIREMENT FUND	3,028.42
6070	FIREFIGHTERS' PENSION FUND	107,278.86
6080	POLICE PENSION FUND	31,391.43
6230	BUILDING CODE RECORDS MGMT	5,210.00
6250	MUNICIPAL COURT	89,949.97
6255	LAW ENFORCEMENT RECORDS MGMT	18.00
6920	CLAIMS CLEARING FUND	508,424.30
6960	SALARY CLEARING FUND NEW	2,915,788.36
TOTAL:		9,291,656.03

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 40

DATE: 09/08/26
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

09/08/26
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

NORTHEAST PUBLIC DEVELOPMENT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80156250	169,502.20
RISE & THRIVE LLC 4550 S WESTWAY DR	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00622042	151.00
SPOKANE COUNTY FIRE DIST 9	OPERATING RENTALS/LEASES ACH PMT NO. - 80156359	3,569.92
UNIV DIST PUBLIC DEV AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80156271	62,429.13
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00622051	31.54-
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80156277	237,832.02
TOTAL FOR 0020 - NONDEPARTMENTAL		473,452.73

0030 - OFFICE OF POLICE OMBUDS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	1,083.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	1,548.10
TOTAL FOR 0030 - OFFICE OF POLICE OMBUDS		2,906.42

0100 - GENERAL FUND

CATHOLIC HOUSING SERVICES PO BOX 2253	PERMIT REFUNDS PAYABLE CHECK NO. - 00622040	81.00
CHELSEY HEINDEL	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622035	80.88
FORWARD PATH RECOVERY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622071	1,000.00

PHOENIX COUNSELING SERVICES LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156252	460.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00622084	1,235.38
URBAN EMPIRE HOMES LLC 23403 E MISSION #207	PERMIT REFUNDS PAYABLE CHECK NO. - 00621951	2,371.97

HONORABLE MAYOR
AND COUNCIL MEMBERS

09/08/26
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80156366	115,635.65
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80156365	22,670.62
TOTAL FOR 0100 - GENERAL FUND		143,535.50

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	795.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MERIT SYSTEM ANALYST III CHECK NO. - 00622073	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	3,783.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	5,572.09
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156274	125.71
TOTAL FOR 0230 - CIVIL SERVICE		10,351.35

0260 - OFFICE OF THE CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CITY CLERK CHECK NO. - 00622073	100.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	245.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	1,963.27
US BANK TRUST NA	RETIREMENT	

TOTAL FOR 0260 - OFFICE OF THE CITY CLERK

5,161.62

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	985.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LEGISLATIVE ASSISTANT I & II CHECK NO. - 00622073	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	3,585.65

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	5,163.17
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TOTAL FOR 0320 - COUNCIL

9,833.82

0330 - COMMUNICATIONS & MARKETING

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	530.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	284.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	2,841.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	4,263.07
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80156274	62.49

TOTAL FOR 0330 - COMMUNICATIONS & MARKETING

7,980.95

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ASSOCIATE ENGINEER I-II CHECK NO. - 00622073	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	2,758.94
ICMA RETIREMENT TRUST 457	FIELD ENGINEER	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	33.36
ICMA RETIREMENT TRUST 457	PUBLIC WORKS LEAD INSPECTOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	20.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80156213	200.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	14,603.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	21,464.87
TOTAL FOR 0370 - ENGINEERING SERVICES		39,155.96

0380 - TRANSPORTATION & SUSTAINABILIT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	100.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	488.77
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	729.43
TOTAL FOR 0380 - TRANSPORTATION & SUSTAINABILIT		1,318.20

0410 - FINANCE AND ADMINISTRATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	925.00
SPOKANE ENVELOPE LLC	PRINTING/BINDING/REPRO	
DBA ALLIED ENVELOPE	ACH PMT NO. - 80156306	623.18
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	3,233.64
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	1,121.36-
US BANK	PRINTING/BINDING/REPRO	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	4,600.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	4,275.39
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE ACH PMT NO. - 80156445 6,205.22

TOTAL FOR 0410 - FINANCE AND ADMINISTRATION 18,741.07

0450 - HOUSING AND HUMAN SERVICES

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00622073 175.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00622088 788.79

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80156445 1,144.00

TOTAL FOR 0450 - HOUSING AND HUMAN SERVICES 2,107.79

0470 - ARTS, CULTURE, & HISTORIC PRES

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00622073 160.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00622088 916.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80156445 1,350.54

TOTAL FOR 0470 - ARTS, CULTURE, & HISTORIC PRES 2,427.21

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00622088 854.91

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80156445 653.49

TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS 1,508.40

0500 - OFFICE OF THE CITY ATTORNEY

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80156383 1,032.89

AVISTA UTILITIES UTILITY NATURAL GAS

	ACH PMT NO. - 80156383	84.50
ICMA RETIREMENT TRUST 457	ATTORNEY ASSISTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,055.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	13,622.08
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	15,376.51
TOTAL FOR 0500 - OFFICE OF THE CITY ATTORNEY		32,230.98

0520 - OFFICE OF THE MAYOR

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156391	140.94
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156398	18.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	450.00
ICMA RETIREMENT TRUST 457	DIRECTOR-EMERGENCY MANAGEMENT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	3,337.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	3,512.96
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80156274	11.24

TOTAL FOR 0520 - OFFICE OF THE MAYOR	7,571.44
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0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	250.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	1,254.03
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE ACH PMT NO. - 80156445 1,825.38

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 3,329.41

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES CHECK NO. - 00622067	89.95
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	COURT CLERK I CHECK NO. - 00622073	30.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	2,085.00
JENNY TUPPER DBA INTERPRETER SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80156337	1,350.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80156338	8,052.00
PITNEY BOWES	POSTAGE CHECK NO. - 00621926	5,000.00
SAFEGUARD BUSINESS SYSTEMS INC	OPERATING SUPPLIES CHECK NO. - 00622044	240.92
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80156377	1,266.81
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	498.97
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	10,938.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	16,305.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VIRGINIA M SCUDDER	INTERPRETER COSTS ACH PMT NO. - 80156435	900.00
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TOTAL FOR 0560 - MUNICIPAL COURT 46,757.38

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00622088	518.18
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	760.85

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,379.03

0580 - FAMILY AND YOUTH SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	284.31
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	448.98

TOTAL FOR 0580 - FAMILY AND YOUTH SERVICES		833.29

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	742.50
KRISTINE K CONROW-REDMOND	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80156370	299.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	3,501.47
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	5,117.33

TOTAL FOR 0620 - HUMAN RESOURCES		9,660.30

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	985.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	4,460.03
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	6,226.09

0680 - POLICE

ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80156375	203.20
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80156380	162.56
ANSON TOAL	TUITION REIMBURSEMENT CHECK NO. - 00622086	1,836.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156383	11,147.05
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80156383	731.77
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156391	4,427.53
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80156233	7,546.35
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80156233	667.45
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80156401	487.68
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80156405	406.03
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80156407	6.83
GENERAL DYNAMICS INFORMATION TECHNOLOGY INC C/O PNC BANK NA	SOFTWARE MAINTENANCE ACH PMT NO. - 80156206	110,391.60
GENESIS ARMS LLC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80156330	5,961.21
GORLEY LOGISTICS LLC dba FIRES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156408	156.58
HAPPYFOX INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80156334	15,553.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	100,388.60

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 DETECTIVE

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	3,397.12
ICMA RETIREMENT TRUST 457	HUMAN RESOURCE ANALYST I	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
ICMA RETIREMENT TRUST 457	MENTAL HEALTH COORDINATOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
ICMA RETIREMENT TRUST 457	POLICE OFFICER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,540.06
ICMA RETIREMENT TRUST 457	POLICE RECORDS SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	120.00
ICMA RETIREMENT TRUST 457	POLICE SERGEANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	967.26
ICMA RETIREMENT TRUST 457	SENIOR POLICE OFFICER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,168.20
INLAND EMPIRE VETERINARY IMAGING	VETERINARY SERVICES CHECK NO. - 00621940	379.67
JESSE G MOLINA	TUITION REIMBURSEMENT CHECK NO. - 00622081	1,960.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	3,665.44
KYLE YRIGOLLEN	TUITION REIMBURSEMENT CHECK NO. - 00622093	3,450.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80156421	1,174.09
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156299	1,889.62
MEDELLIN, NATHANIEL	TUITION REIMBURSEMENT ACH PMT NO. - 80156454	534.58
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003538	505.00
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80156376	203.20
RODNEY D SANKEY dba BULLDOG TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80156386	203.20
SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156265	809.12
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80156360	32,530.74
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00622045	36.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00622046	49.07
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00622050	1,645.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	251.28
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00622051	5.86-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	61,109.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	40,590.17
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80156447	725.00
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80156239	1,852.43
WILLIAM ALSEPT	TUITION REIMBURSEMENT CHECK NO. - 00621931	1,350.00
TOTAL FOR 0680 - POLICE		424,323.65

0690 - COMMUNITY JUSTICE SERVICES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80156398	32.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	1,250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	6,566.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	9,818.00
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		17,666.20

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80156383	1,032.89
AVISTA UTILITIES	UTILITY NATURAL GAS	

	ACH PMT NO. - 80156383	84.50
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIRES NORTHWEST	ACH PMT NO. - 80156326	8.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	1,140.00
ICMA RETIREMENT TRUST 457	PUBLIC DEFENDER II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	7,256.12
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	10,485.74
VESTIS GROUP INC	LAUNDRY/JANITORIAL SERVICES	
DBA VESTIS SERVICES INC	ACH PMT NO. - 80156275	192.36

TOTAL FOR 0700 - PUBLIC DEFENDER		20,260.36

0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	250.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	1,251.88
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	1,814.47

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC		3,316.35

1100 - STREET FUND

ARROW CONSTRUCTION SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156381	6,929.31
AVERY DENNISON	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156218	6,382.36
CRITTER CONTROL OF GREATER SPOKANE	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80156232	434.22
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00621937	870.00
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80156403	15,686.41
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80156406	1,688.08
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	4,520.00
ICMA RETIREMENT TRUST 457	SENIOR ENGINEER I-II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	SIGNAL MAINTENANCE TECHNICIAN	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	STREET MAINTENANCE OPERATOR II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES	
	CHECK NO. - 00622037	1,533.00
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156348	504.04
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156257	6,328.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY	
	CHECK NO. - 00622088	23,038.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80156445	33,246.69
ZUMAR INDUSTRIES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156452	2,291.10

TOTAL FOR 1100 - STREET FUND

103,647.20

1200 - CODE ENFORCEMENT FUND

CAREER PATH SERVICES	CONTRACTUAL SERVICES	
EMPLOYMENT AND TRAINING	CHECK NO. - 00622065	8,615.60
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00621937	140.00
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80156324	136.38
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	1,487.86
ICMA RETIREMENT TRUST 457	NEIGHBORHOOD HOUSING SPEC	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	50.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	1,346.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156249	5,782.65
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003520	457.28
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80156258	968.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	6,271.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	9,306.26
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		34,561.48

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	3,210.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARIAN CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	LIBRARY CLERICAL ASST I CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	MAINTENANCE/FACILITIES MANAGER CHECK NO. - 00622073	60.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	238.79
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00622051	9.47-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	21,214.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	29,401.41
TOTAL FOR 1300 - LIBRARY FUND		54,235.52

1330 - MISCELLANEOUS GRANTS

LEGEND INVESTMENTS CORP	OPERATING SUPPLIES	
DBA NATIONAL BARRICADE CO OF	ACH PMT NO. - 80156345	3,545.75
TOTAL FOR 1330 - MISCELLANEOUS GRANTS		3,545.75

1360 - GENERAL FUND GRANTS

CHELSEY HEINDEL	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622035	80.88-
CHELSEY HEINDEL	OPERATIONAL TRAVEL CHECK NO. - 00622035	80.88
FORWARD PATH RECOVERY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00622071	1,000.00-
FORWARD PATH RECOVERY LLC	PROFESSIONAL SERVICES CHECK NO. - 00622071	1,000.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PHOENIX COUNSELING SERVICES LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80156252	460.00-
PHOENIX COUNSELING SERVICES LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80156252	460.00

TOTAL FOR 1360 - GENERAL FUND GRANTS	0.00
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1380 - SPOKANE SAFE STREETS FOR ALL

BENJAMIN KENYON 2628 E 29TH AVE APT A9	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00622038	100.00
KAYLA ENSOR 1616 E DECATUR AVE	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00622041	10.00
SCOTT PIERSON 12729 STANDRING LN SW	PHOTO RED FINES CHECK NO. - 00622043	55.00
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80156262	77,612.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	674.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	216.00
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS	

TOTAL FOR 1380 - SPOKANE SAFE STREETS FOR ALL

94,867.30

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	50.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	294.25
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	368.90

TOTAL FOR 1390 - URBAN FORESTRY FUND

713.15

1400 - PARKS AND RECREATION FUND

DGT ENTERPRISES LLC	BACKGROUND CHECKS	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00621937	2,045.00
ICMA RETIREMENT TRUST 457	ACCOUNTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	23.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	CASH ACCOUNTING CLERK II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	5.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	5,341.14
ICMA RETIREMENT TRUST 457	HORTICULTURE SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	RECREATION ASSISTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	RECREATION SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
KAISER FOUNDATION HEALTH OF WASHINGTON	BACKGROUND CHECKS	
	CHECK NO. - 00622037	1,889.00
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156348	168.02
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	377.19
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00622088	38,678.42
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	37,998.64

TOTAL FOR 1400 - PARKS AND RECREATION FUND		86,720.46

1430 - GRANTS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	460.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	2,392.97
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	3,517.10

TOTAL FOR 1430 - GRANTS OPERATIONS		6,370.07

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156203	75.36
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	760.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES	
	CHECK NO. - 00622037	804.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	501.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	3,064.61
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	4,500.05

TOTAL FOR 1460 - PARKING METER REVENUE FUND		9,705.02

1510 - SPOKANE UNITED 911 NETWORK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	100.00
ICMA RETIREMENT TRUST 457	EMER COMMS TRNG QUALITY MGR	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	10.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	1,161.92
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	1,734.30
TOTAL FOR 1510 - SPOKANE UNITED 911 NETWORK		3,006.22
1560 - FORFEITURES & CONTRIBUTION FND		
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80156233	5,572.70
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		5,572.70
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	525.23
ICMA RETIREMENT TRUST 457	DETECTIVE	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	10.56
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	179.12
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		714.91
1640 - COMMUNICATIONS BLDG M&O FUND		
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156316	9,254.67
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156316	141.83
MOUNTAIN CONSULTING SVCS LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156344	610.00
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		10,006.50
1680 - HOUSING AND HOMELESS SERVICES		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	851.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	4,048.03
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	5,580.59

TOTAL FOR 1680 - HOUSING AND HOMELESS SERVICES		10,479.62

1970 - SPOKANE FIRE DEPARTMENT

ALASKA RUBBER GROUP INC	REPAIR & MAINTENANCE SUPPLIES	
DBA ARG INDUSTRIAL	CREDIT CARD PMT NO. - 70003531	1,072.52
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80156307	18.82
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622064	12.04
CASAS SALVADAS APTS	PERMIT REFUNDS PAYABLE	
PO BOX 2253	CHECK NO. - 00621976	38.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80156389	8,001.42
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156316	11,721.18
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80156405	159.29
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80156235	1,031.75
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156235	83.25
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80156235	205.17
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80156407	6.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANCIS AVENUE HARDWARE	REPAIR & MAINTENANCE SUPPLIES	
dba ACE ON FRANCIS	ACH PMT NO. - 80156409	17,996.61
GALLS LLC	CLOTHING	
	CREDIT CARD PMT NO. - 70003533	599.70
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS	

	CREDIT CARD PMT NO. - 70003533	32.68
GRAFOS INVESTMENT PO BOX 250	PERMIT REFUNDS PAYABLE CHECK NO. - 00622077	38.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003525	1,357.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CMTTY RISK REDUCTION SPECIALST CHECK NO. - 00622073	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	8,063.87
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE CAPTAIN CHECK NO. - 00622073	230.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIRE EQUIPMENT OPERATOR CHECK NO. - 00622073	230.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIREFIGHTER CHECK NO. - 00622073	330.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622075	54,117.58
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE CAPTAIN CHECK NO. - 00622075	20.60
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE EQUIPMENT OPERATOR CHECK NO. - 00622075	1,424.18
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE LIEUTENANT CHECK NO. - 00622075	767.51
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIREFIGHTER CHECK NO. - 00622075	6,634.92
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	OVERTIME-STATE MOBILIZATION CHECK NO. - 00622075	0.94-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	OVERTIME-UNIFORM CHECK NO. - 00622075	1.27-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	SPECIALTY PAY CHECK NO. - 00622075	1.94-
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	SR. FIRE EQUIPMENT OPERATOR CHECK NO. - 00622075	692.93
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	446.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS REPAIR & MAINTENANCE SUPPLIES

	ACH PMT NO. - 80156321	1,367.09
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80156347	55.87
LAWTON PRINTING INC	PUBLICATIONS ACH PMT NO. - 80156340	207.29
MES I ACQUISITION INC MES SERVICE COMPANY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156329	32,764.53
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156248	1,686.92
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70003526	69.26
PACIFIC PARK CHILDREN'S CENTER	PERMIT REFUNDS PAYABLE CHECK NO. - 00621977	38.00
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80156254	1,331.56
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80156254	100.37
TASK FORCE TIPS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00622047	304.23
THE AMERICAN FIREFIGHTER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156308	10,427.78
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	193.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	36,163.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	9,348.17
TOTAL FOR 1970 - SPOKANE FIRE DEPARTMENT		209,461.34
1990 - TRANSPORTATION BENEFIT FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156224	70.00
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		70.00
3200 - ARTERIAL STREET FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156224	210.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BUDINGER & ASSOCIATES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156224	70.00
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156201	900.00
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156207	1,116.00
HORROCKS LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00621925	6,077.81
J-U-B ENGINEERS INC THE LANGDON GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156417	83,366.32
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156209	2,106.40
MJ HUGHES CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156343	116,125.41
ROAD PRODUCTS LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00621927	328,358.96
SPOKANE COUNTY TITLE CO	RIGHT OF WAY ACH PMT NO. - 80156263	5,174.64
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156279	21,294.31
WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80156450	581,450.31
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,146,250.16

4100 - WATER & HYDROELECTRIC SERVICES

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156372	2,811.21
AMERICAN LOCK & KEY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156309	27.22
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80156310	8,749.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00622064	75.64
BRANDON ROBO 324 N SILVER LAKE AVE APT B	REFUNDS CHECK NO. - 00622076	134.66
CAROLJEAN LOCKHART	REFUNDS	

1110 E WESTVIEW CT APT 401	CHECK NO. - 00621983	127.50
CHRISTOPHER PARKIN	REFUNDS	
4014 N MADISON ST	CHECK NO. - 00621984	127.48

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003539	1,738.10
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70003532	24,261.66
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003532	3,665.10
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156230	74.61
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80156318	39,493.61
CORE & MAIN LP	MINOR EQUIPMENT ACH PMT NO. - 80156318	1,267.93
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00621937	550.00
EQUISTEAD PROPERTIES LLC 1421 N MEADOWWOOD LN STE 50	REFUNDS CHECK NO. - 00621978	286.70
ESTATE OF DONNA MITCHELL 2117 W REGINA AVE	REFUNDS CHECK NO. - 00621941	105.93
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156406	4,993.41
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80156333	51,962.15
H D FOWLER COMPANY	MINOR EQUIPMENT ACH PMT NO. - 80156333	1,067.60
H2E INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80156240	3,762.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	8,255.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DIRECTOR - HYDROELECTRIC SVCS CHECK NO. - 00622073	100.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INSTRUMENT REPAIR TECHNICIAN CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	WATER/HYDRO PLANT OPERATOR	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	WELDER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
INTEGRUS ARCHITECTURE PS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80156336	17,009.25
JACOB SWARTZ	REFUNDS	
15826 W HOLLISTER HILLS DR	CHECK NO. - 00621942	164.03

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JASON BRICKNER	REFUNDS	
4031 S SUNTREE WAY	CHECK NO. - 00622078	152.65
K & L GATES LLP	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156243	2,016.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES	
	CHECK NO. - 00622037	917.00
KATHIE STAFFORD	REFUNDS	
4203 S PONDRA DR	CHECK NO. - 00621982	296.76
LENNAR NORTHWEST LLC	REFUNDS	
33820 WEYERHAEUSER WAY S	CHECK NO. - 00621945	206.62
LINDE GAS & EQUIPMENT INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00622080	70.47
LORETTA HALL	REFUNDS	
815 W MOUNTAIN VIEW AVE	CHECK NO. - 00621980	125.92
MATTHEW AND JUDY GORES	REFUNDS	
208 E JAMES ST	CHECK NO. - 00621979	201.50
MESA ASSOCIATES INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80156342	6,745.00
MIKE RUNKLE	REFUNDS	
1504 E ILLINOIS AVE	CHECK NO. - 00622079	314.98
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80156346	8,509.80
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70003530	20.87
NORFOLK IRON & METAL CO	REPAIR & MAINTENANCE SUPPLIES	
DBA CDA METALS	CHECK NO. - 00622034	5,562.15
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003538	571.34
NORTHWEST MOBILE FLAGGING	REGISTRATION/SCHOOLING	

ACADEMY	ACH PMT NO. - 80156348	504.03
REBECCA KINNEY 318 W 18TH AVE	REFUNDS CHECK NO. - 00621946	166.51
RICHARD RODDIS AND JULIE LIGHT 1405 W WATER AVE #101	REFUNDS CHECK NO. - 00621947	268.96
RWC INTERNATIONAL LLC 600 N 75TH AVE	REFUNDS CHECK NO. - 00621948	104.73
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80156357	108,172.65
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00621985	201.83

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STACE AND ARLENE HESTON 3001 W 47TH AVE	REFUNDS CHECK NO. - 00621981	169.92
TITAN TRUCK EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003536	1,836.18
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	41,523.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	60,689.18
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80156273	545.00
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80156304	18,919.33
WATERFLUENCE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156449	5,494.00
WD2 LLC 131 VIEWPOINT RD	REFUNDS CHECK NO. - 00621952	166.51

TOTAL FOR 4100 - WATER & HYDROELECTRIC SERVICES	435,464.39
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4250 - INTEGRATED CAPITAL MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	959.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ENVIRONMENTAL PROGRAM MANAGER CHECK NO. - 00622073	20.76
ICMA RETIREMENT TRUST 457	SENIOR ENGINEER I-II	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
JACOBS ENGINEERING GROUP INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80156296	87,182.64
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	5,780.83
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	8,534.94

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	102,553.41
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4310 - SEWER MAINTENANCE DIVISION

BNSF RAILWAY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00621924	1,266.00
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00622033	331.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156391	1,041.42
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES	
	ACH PMT NO. - 80156393	122.30
DGT ENTERPRISES LLC	MEDICAL SERVICES	
DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00621937	780.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80156236	74.16
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,585.00
ICMA RETIREMENT TRUST 457	LABORER I	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	WASTEWATER SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	WASTEWATER SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	140.00
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	CREDIT CARD PMT NO. - 70003538	330.00
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80156348	168.02
T-MOBILE	CELL PHONE	

	CHECK NO. - 00622048	93.25
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	12,266.22
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	18,119.86
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		37,437.91

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80156378	1,636.00
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622032	862.04
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80156313	3,604.33
COLUMBIA RIVER CARBONATES	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156390	184,517.10
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156391	817.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESIGNER DECAL INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80156397	741.61
E R ANALYTICAL INC	TESTING SERVICES	
DBA SPECIALTY ANALYTICAL	CREDIT CARD PMT NO. - 70003535	465.00
EUROFINS ENVIRONMENT TESTING	TESTING SERVICES	
NORTHWEST LLC	ACH PMT NO. - 80156404	1,949.50
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80156235	446.00
FISHER SCIENTIFIC	OPERATING SUPPLIES	
	ACH PMT NO. - 80156327	3,193.32
HASA INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80156413	15,403.69
ICMA RETIREMENT TRUST 457	ADMINISTRATIVE MANAGER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	31.51
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	6,502.98
ICMA RETIREMENT TRUST 457	LABORATORY TECHNICIAN	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	LABORER II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	10.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	799.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156419	89,041.02
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156246	2,122.00
MCKINSTRY CO LLC LOCKBOX	REPAIRS/MAINTENANCE ACH PMT NO. - 80156426	31,758.58
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156427	1,449.51
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70003538	210.00
OTIS ELEVATOR COMPANY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80156429	4,784.57
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156349	6,205.60
TMG SERVICES INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003537	12,430.85
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156269	9,211.66

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE CHECK NO. - 00622049	719.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	34,383.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	51,144.70
W W GRAINGER INC DBA GRAINGER	OPERATING SUPPLIES ACH PMT NO. - 80156239	290.98
W W GRAINGER INC DBA GRAINGER	SAFETY SUPPLIES ACH PMT NO. - 80156411	273.29
ZERO TOLERANCE SNOW & ICE SOLUTIONS LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156394	168.61

4330 - STORMWATER

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00621937	50.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	1,425.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	219.00
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80156348	336.03
PROPAGANDA CREATIVE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80156303	8,987.56
STARPLEX CORP	CONTRACTUAL SERVICES ACH PMT NO. - 80156267	12,356.93
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	6,087.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	8,851.06
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80156367	475.91
TOTAL FOR 4330 - STORMWATER		38,788.90

4490 - SOLID WASTE DISPOSAL

ANDRITZ INC DBA DIAMOND POWER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156399	2,984.26
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622032	283.13
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80156384	324.03
BROADWAY INDUSTRIAL SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156223	8,832.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156317	379.69
DGT ENTERPRISES LLC	MEDICAL SERVICES	

DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00621937	140.00
ELJAY OIL CO INC	LUBRICANTS CREDIT CARD PMT NO. - 70003540	1,128.97
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70003540	2,670.31
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70003522	233.42
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80156406	798.94
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80156406	1,955.05
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156406	12.00
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80156406	57.51
FISHER ROSEMOUNT SYSTEMS INC DBA EMERSON LLLP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156293	2,042.34
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156326	17.50
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156414	232.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	3,510.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE ASH OPERATOR CHECK NO. - 00622073	120.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE MAINTENANCE SPECIALIST CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE POWER PLANT OPERATOR CHECK NO. - 00622073	120.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES CHECK NO. - 00622037	1,084.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KRUEGER SHEET METAL COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156297	2,278.01
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70003530	1,816.13
NORCO INC	OPERATING RENTALS/LEASES	

	CREDIT CARD PMT NO. - 70003541	393.94
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70003530	91.91
OXARC LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156300	4,275.96
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156350	60.01
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156301	58,359.64
SAFETY KLEEN CORPORATION	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80156256	388.99
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	271.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	24,386.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	35,703.09
W W GRAINGER INC DBA GRAINGER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80156295	484.18
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		155,495.12

4500 - SOLID WASTE COLLECTION

AT&T MOBILITY	CELL PHONE CHECK NO. - 00622032	239.93
CRITTER CONTROL OF GREATER SPOKANE	PROFESSIONAL SERVICES ACH PMT NO. - 80156204	3,253.38
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80156398	68.16
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00621937	1,210.00
GORLEY LOGISTICS LLC dba FIRES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80156237	87.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	4,680.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 REFUSE COLLECTOR I

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	80.00
ICMA RETIREMENT TRUST 457	REFUSE COLLECTOR II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	35.00
ICMA RETIREMENT TRUST 457	REFUSE COLLECTOR III	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	110.00
ICMA RETIREMENT TRUST 457	REFUSE DISTRICT SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES	
	CHECK NO. - 00622037	1,358.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	26,576.31
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	40,341.43
TOTAL FOR 4500 - SOLID WASTE COLLECTION		78,099.71
4530 - SOLID WASTE LANDFILLS		
NORCO INC	OPERATING RENTALS/LEASES	
	CREDIT CARD PMT NO. - 70003541	350.05
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		350.05
4600 - GOLF FUND		
ICMA RETIREMENT TRUST 457	2ND ASST GOLF COURSE SUPT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	20.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	736.00
ICMA RETIREMENT TRUST 457	HORTICULTURE SUPERVISOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	15.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	670.88
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	6,557.02
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	5,421.69
TOTAL FOR 4600 - GOLF FUND		13,420.59
4700 - DEVELOPMENT SERVICES		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BOSS ROOFING & REMODELING 3816 W CROWN AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00622039	248.05
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80156203	401.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00622073	3,395.38
JASON VOTAVA	REGISTRATION/SCHOOLING ACH PMT NO. - 80156289	255.00
SYMONS BLOCK LLC 7 S HOWARD ST STE 101	PERMIT REFUNDS PAYABLE CHECK NO. - 00621949	494.48
TIM BARZ 2903 E 25TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00621950	88.15
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00622051	194.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00622088	17,351.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80156445	25,410.65
TOTAL FOR 4700 - DEVELOPMENT SERVICES		47,839.34

5100 - FLEET SERVICES FUND

ASSETWORKS INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80156382	8,640.72
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70003539	1,457.51
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80156389	50.82
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156320	13,139.06
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00621937	440.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80156405	964.44
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80156328	5,165.89
GRAYMAR ENVIRONMENTAL SERVICES	HAZARDOUS WASTE DISPOSAL	

INC	ACH PMT NO. - 80156332	1,601.88
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	1,580.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	HEAVY EQUIPMENT MECHANIC	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	140.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156415	32,793.28
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156428	664.74
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156251	1,020.87
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156352	16,570.78
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80156254	7,057.99
PREMIERE TRUCK ACCESSORIES OF WASHINGTON INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156355	272.50
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156280	347.76
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156444	38,105.55
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY	
	CHECK NO. - 00622088	9,469.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80156445	14,167.13
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES	
	CHECK NO. - 00622068	168.29
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00621939	5,238.73
TOTAL FOR 5100 - FLEET SERVICES FUND		159,057.63

5200 - PUBLIC WORKS AND UTILITIES

AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00622032	76.84
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80156398	340.80
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	1,020.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	22,493.94
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	4,873.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	7,064.13
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80156446	85.70

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	35,955.09
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5300 - IT FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80156391	6,324.61
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80156398	51.12
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,066.00
ICMA RETIREMENT TRUST 457	INFORMATION TECH ANALYST I-II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
ICMA RETIREMENT TRUST 457	OFFICE CLERK SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	TECHNICAL SERVICES SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	180.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	16,286.45
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	22,131.75

TOTAL FOR 5300 - IT FUND	47,174.93
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5500 - PURCHASING AND CONTRACTS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	475.00
ICMA RETIREMENT TRUST 457	PROCUREMENT SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	2,558.72
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	3,747.40
TOTAL FOR 5500 - PURCHASING AND CONTRACTS		6,856.12

5600 - ACCOUNTING SERVICES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	ACCOUNTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	46.04
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	2,110.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	9,772.81
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	13,845.99
TOTAL FOR 5600 - ACCOUNTING SERVICES		25,774.84

5700 - SPOKANE 311

ICMA RETIREMENT TRUST 457	CUSTOMER SERVICE ASSISTANT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	60.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	550.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	2,815.42
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	4,200.95
TOTAL FOR 5700 - SPOKANE 311		7,626.37

5750 - OFFICE OF PERFORMANCE MGMT

AT&T MOBILITY	CELL PHONE
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	CHECK NO. - 00622064	153.68
ICMA RETIREMENT TRUST 457	CONTINUOUS IMPROVEMENT ANALYST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	1.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	1,725.63
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	2,535.63
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80156274	42.86
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,758.80

5800 - RISK MANAGEMENT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	224.63
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00622051	224.63-
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	252.13
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	369.78
TOTAL FOR 5800 - RISK MANAGEMENT FUND		696.91

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	260.68
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	417.12

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	7.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	31.13
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	45.88
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		84.51

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80156396	27,595.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	170.01
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80156418	205,323.73
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS	
	ACH PMT NO. - 80156298	36,775.85
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80156302	422,385.24
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	848.94
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	1,198.43
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		694,297.70

5900 - FACILITIES MANAGEMENT FUND OPS

APPLIED INDUSTRIAL SYSTEMS LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156217	6,424.90
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80156312	559.68
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	589.83
ICMA RETIREMENT TRUST 457	OFFICE CLERK SPECIALIST	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	27.33
KAISER FOUNDATION HEALTH OF WASHINGTON	MEDICAL SERVICES	
	CHECK NO. - 00622037	312.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	3,713.24
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	5,520.50
W B SPRAGUE COMPANY INC	BUILDING REPAIRS/MAINTENANCE	
DBA SPRAGUE PEST SOLUTIONS	ACH PMT NO. - 80156361	163.16

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	17,310.64
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5901 - ASSET MANAGEMENT FUND CAPITAL

DELL MARKETING LP	COMMUNICATIONS EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80156395	86,729.66
MACKAY METERS INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80156341	91,398.53

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	178,128.19
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6100 - RETIREMENT

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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00622073	295.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00622088	1,111.40
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80156445	1,622.02

TOTAL FOR 6100 - RETIREMENT	3,028.42
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6200 - FIREFIGHTERS' PENSION FUND

ANDREW PILLE	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80156283	276.00
BROOKDALE SENIOR LIVING	SERVICE REIMBURSEMENT	

COMMUNITIES INC	CHECK NO. - 00621934	65,582.13
DANIEL GETZ	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80156371	525.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156396	1,325.00
DENNIS HANSEN	SERVICE REIMBURSEMENT ACH PMT NO. - 80156281	9,700.00
JOHN RILEY	SERVICE REIMBURSEMENT CHECK NO. - 00621954	277.13
LEON BROWN	SERVICE REIMBURSEMENT CHECK NO. - 00621935	1,820.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80156298	3,638.60
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00621953	11.53
PATRICK DAVIS	SERVICE REIMBURSEMENT CHECK NO. - 00621936	250.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156302	10,056.40
SHANNON RILEY	SERVICE REIMBURSEMENT ACH PMT NO. - 80156287	13,318.07
TED L RAIL	SERVICE REIMBURSEMENT ACH PMT NO. - 80156286	499.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		107,278.86

6230 - BUILDING CODE RECORDS MGMT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00622092	5,210.00
TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		5,210.00

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00622092	89,949.97
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6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00621986	18.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		18.00

6300 - POLICE PENSION

DANIEL GETZ	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80156371	525.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80156396	1,358.00
EMPRES HOME CARE OF BELLINGHAM LLC	SERVICE REIMBURSEMENT CHECK NO. - 00621938	2,743.00
FAIRFIELD CARE DBA PALOUSE COUNTRY ASSISTED	SERVICE REIMBURSEMENT ACH PMT NO. - 80156234	7,749.00
JAMES F POWELL	SERVICE REIMBURSEMENT ACH PMT NO. - 80156284	466.83
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80156298	2,858.90
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80156302	5,308.55
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00621956	10,216.00
WILLIAM SCHERERS	SERVICE REIMBURSEMENT CHECK NO. - 00621955	166.15
TOTAL FOR 6300 - POLICE PENSION		31,391.43

6920 - CLAIMS CLEARING FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JP MORGAN COMMERCIAL CARD SOLUTIONS	WARRANTS PAYABLE CHECK NO. - 00622036	508,424.30
TOTAL FOR 6920 - CLAIMS CLEARING FUND		508,424.30

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00622066	731.80
DEPT OF HEALTH & SOCIAL SERVICES	DEPT OF SOCAIL & HEALTH SERV CHECK NO. - 00622069	50.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80156400	260.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80156402	30.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00622072	900.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00622073	356,529.66
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00622074	62,514.18
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00622075	113,215.30
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80156416	68,215.72
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80156422	2,130.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80156423	747.50
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80156424	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80156425	3,670.77
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00622082	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80156412	648.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00622083	333.72
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80156434	6,926.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

REHN & ASSOCIATES

AW REHN-SEC 125 HEALTH

SPOKANE CITY TREASURER	ACH PMT NO. - 80156434	21,195.73
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80156385	15,615.24
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80156437	382.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80156438	6,063.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80156432	29,246.22
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80156440	1,098.27
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80156439	225.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80156441	690.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80156442	900.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00622085	746.02
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00622087	12.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00622088	366,636.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00622088	1,018,666.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00622088	149,597.11
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80156445	629,530.25
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00622089	7,051.04
WA ESD BEN OVERPAYMENT	EMPLOYMENT SECURITY DEPT CHECK NO. - 00622070	252.82
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00622090	375.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80156448	33,400.22
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00622091	16,804.22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO	
	ACH PMT NO. - 80156451	345.50

TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,915,788.36

TOTAL CLAIMS		9,291,656.03

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS			204.00
00621924	BNSF RAILWAY COMPANY	1,266.00		
00621925	HORROCKS LLC	6,077.81		
00621926	PITNEY BOWES	5,000.00		
00621927	ROAD PRODUCTS LLC	328,358.96		
00621928	BLACKSTONE AUDIO INC		35.96	
00621929	ARIELLE M ANDERSON	255.82		
00621930	SIMTECH SOLUTIONS INC	7,250.00		
00621931	WILLIAM ALSEPT	1,350.00		
00621932	AT&T MOBILITY	37.22		
00621933	BROOKDALE SENIOR LIVING	26,839.00		
00621934	BROOKDALE SENIOR LIVING	38,743.13		
00621935	LEON BROWN	1,820.00		
00621936	PATRICK DAVIS	250.00		
00621937	DGT ENTERPRISES LLC	6,225.00		
00621938	EMPRES HOME CARE OF BELLINGH	2,743.00		
00621939	YP AUTOMOTIVE INC	5,238.73		
00621940	INLAND EMPIRE VETERINARY	379.67		
00621941	ESTATE OF DONNA MITCHELL	105.93		
00621942	JACOB SWARTZ	164.03		
00621943	LENNAR NORTHWEST LLC	47.21		
00621944	LENNAR NORTHWEST LLC	111.13		
00621945	LENNAR NORTHWEST LLC	48.28		
00621946	REBECCA KINNEY	166.51		
00621947	RICHARD RODDIS AND JULIE LIG	268.96		
00621948	RWC INTERNATIONAL LLC	104.73		
00621949	SYMONS BLOCK LLC	494.48		
00621950	TIM BARZ	88.15		
00621951	URBAN EMPIRE HOMES LLC	2,371.97		
00621952	WD2 LLC	166.51		
00621953	OMNICARE LLC	11.53		
00621954	JOHN RILEY	277.13		
00621955	WILLIAM SCHERERS	166.15		
00621956	TERRY CARE GROUP LLC	10,216.00		
00621957	BULLDOG ROOTER		6,660.56	
00621958	VICKI A HALL		300.00	
00621959	BEVERLY HILL-KLEINSTEIN		120.00	
00621960	LPM SUPPLY INC		2,255.10	
00621961	SARAH ROONEY		120.00	
00621962	SPOKANE PUBLIC LIBRARY IMPRE		42.98	
00621963	WASHINGTON TRUST BANK		476.40	
00621964	PIKE BRANT			4,087.50
00621965	ATLAS SAND AND ROCK INC			1,949.35
00621966	COMCAST			205.08
00621967	DAVID'S PIZZA INC			2,393.65
00621968	WESLEY HILL			185.47
00621969	GENERAL STORE INC			62.80
00621970	HAJOCA CORPORATION			25.79
00621971	EGG ROLL EXPRESS & TERIYAKI			120.00
00621972	TODD SHAW			150.00
00621973	CSWW INC			81.77
00621974	WALTER E NELSON CO			160.79
00621976	CASAS SALVADAS APTS	38.00		

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00621977	PACIFIC PARK	38.00		
00621978	EQUISTEAD PROPERTIES LLC	286.70		
00621979	MATTHEW AND JUDY GORES	201.50		
00621980	LORETTA HALL	125.92		
00621981	STACE AND ARLENE HESTON	169.92		
00621982	KATHIE STAFFORD	296.76		
00621983	CAROLJEAN LOCKHART	127.50		
00621984	CHRISTOPHER PARKIN	127.48		
00621985	SPOKANE COUNTY WATER DIST NO	201.83		
00621986	WA STATE DEPT OF LICENSING	18.00		
00622032	AT&T MOBILITY	1,461.94		
00622033	CENTURYLINK	331.68		
00622034	NORFOLK IRON & METAL CO	5,562.15		
00622035	CHELSEY HEINDEL	80.88		
00622036	JP MORGAN COMMERCIAL CARD	508,424.30		
00622037	KAISER FOUNDATION HEALTH OF	14,656.44		
00622038	BENJAMIN KENYON	100.00		
00622039	BOSS ROOFING & REMODELING	248.05		
00622040	CATHOLIC HOUSING SERVICES	81.00		
00622041	KAYLA ENSOR	10.00		
00622042	RISE & THRIVE LLC	151.00		
00622043	SCOTT PIERSON	55.00		
00622044	SAFEGUARD BUSINESS SYSTEMS I	240.92		
00622045	SPOKANE POLICE DEPARTMENT	36.28		
00622046	SPOKANE POLICE DEPARTMENT	49.07		
00622047	TASK FORCE TIPS INC	304.23		
00622048	T-MOBILE	123.00		
00622049	T-MOBILE	689.96		
00622050	T-MOBILE USA INC	1,645.00		
00622051	US BANK	32,356.13		
00622052	ACI NORTHWEST INC			1,194.87
00622053	AT&T MOBILITY			2,791.72
00622054	CENTURYLINK			249.97
00622055	WATERCO OF THE PACIFIC NORTH			22.36
00622056	RYAN HATTEN			128.44
00622057	LACEY OLSON			7.50
00622058	ANN MURPHY			10.56
00622059	TRAVIS BLECH			273.32
00622060	CHRISTOPHER DUNN			273.32
00622061	CSWW INC			45.68
00622062	NW SEED & PET INC			60.11
00622063	AT&T	230.52		
00622064	AT&T MOBILITY	204.14		
00622065	CAREER PATH SERVICES	8,615.60		
00622066	CHILD SUPPORT SERVICES	731.80		
00622067	COMCAST	89.95		
00622068	WATERCO OF THE PACIFIC NORTH	168.29		

00622069	DEPT OF HEALTH & SOCIAL	50.00
00622070	WA ESD BEN OVERPAYMENT	252.82
00622071	FORWARD PATH RECOVERY LLC	1,000.00
00622072	HUMAN RESOURCES	900.00
00622073	ICMA RETIREMENT TRUST 457	553,557.98
00622074	ICMA RETIREMENT TRUST 457 LO	62,514.18

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00622075	ING LIFE INSURANCE & ANNUITY	176,868.87		
00622076	BRANDON ROBO	134.66		
00622077	GRAFOS INVESTMENT	38.00		
00622078	JASON BRICKNER	152.65		
00622079	MIKE RUNKLE	314.98		
00622080	LINDE GAS & EQUIPMENT INC	70.47		
00622081	JESSE G MOLINA	1,960.00		
00622082	PEOPLE QUALIFIED COMMITTEE	5.00		
00622083	PRE-PAID LEGAL SERVICES INC	333.72		
00622084	SPOKANE COUNTY PROSECUTING	1,235.38		
00622085	STATE DISBURSMENT UNIT	746.02		
00622086	ANSON TOAL	1,836.00		
00622087	UNITED STATES TREASURY	12.50		
00622088	US BANK OR CITY TREASURER	2,050,000.33		
00622089	VOYA FINANCIAL LOAN REPAYMEN	7,051.04		
00622090	WA GET PROGRAM	375.00		
00622091	WA STATE SUPPORT REGISTRY OR	16,804.22		
00622092	WA STATE TREASURER	95,159.97		
00622093	KYLE YRIGOLLEN	3,450.00		
00622094	BEN DOWNEY		2,000.00	
00622095	JUST A COUPLE OF MOMS CATERI		400.00	
00622096	DIG STUDIO INC			2,696.50
70003520	NORTHWEST INDUSTRIAL SERVICE	698.62		
70003521	CINTAS CORPORATION	481.08	77.04	205.82
70003522	ELJAY OIL CO INC	2,008.54		
70003523	GALLS LLC	92.81		
70003524	HORIZON DISTRIBUTORS			2,697.86
70003525	HUGHES FIRE EQUIPMENT INC	1,357.88		
70003526	NORCO INC	69.26		
70003527	O'REILLY AUTOMOTIVE STORES I			18.15
70003528	PLANET TURF			1,767.42
70003529	TITAN TRUCK EQUIPMENT			339.19
70003530	NORCO INC	1,928.91		
70003531	ALASKA RUBBER GROUP INC	1,072.52		
70003532	CONSOLIDATED SUPPLY CO	27,926.76		
70003533	GALLS LLC	539.57		
70003534	HORIZON DISTRIBUTORS			2,136.40
70003535	E R ANALYTICAL INC	465.00		
70003536	TITAN TRUCK EQUIPMENT	1,836.18		
70003537	TMG SERVICES INC	12,430.85		
70003538	NORTHWEST INDUSTRIAL SERVICE	1,375.00		2,257.45

70003539	CINTAS CORPORATION	2,714.53		
70003540	ELJAY OIL CO INC	2,024.16		
70003541	NORCO INC	743.99		
80156201	COFFMAN ENGINEERS INC	900.00		
80156202	COLUMBIA RIVER CARBONATES	158,487.62		
80156203	COPIERS NORTHWEST INC	476.85		
80156204	CRITTER CONTROL OF GREATER	3,253.38		
80156205	DELK MANAGEMENT LLC			3,987.61
80156206	GENERAL DYNAMICS INFORMATION	110,391.60		
80156207	HISTORICAL RESEARCH ASSOCIAT	1,116.00		
80156208	INGRAM LIBRARY SERVICES LLC		3,516.67	
80156209	KPFF CONSULTING ENGINEERS	2,106.40		

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80156210	MIDWEST TAPE		792.31	
80156211	OVERDRIVE INC		13,020.17	
80156212	PRO MECHANICAL SERVICES INC			2,312.94
80156213	RIVER PARK SQUARE LLC	200.00		
80156214	ACTION MATERIALS	1,306.43		790.20
80156215	AM HARDWARE CO			49.05
80156216	ANATEK LABS INC	8,309.00		
80156217	APPLIED INDUSTRIAL SYSTEMS L	6,424.90		
80156218	AVERY DENNISON	6,382.36		
80156219	AVISTA UTILITIES		16,828.47	
80156220	BACON CONCRETE INC			136,973.18
80156221	BATTERY SYSTEMS INC			110.07
80156222	SECURITY SOLUTIONS NORTHWEST		2,818.38	
80156223	BROADWAY INDUSTRIAL SUPPLY L	8,832.19		
80156224	BUDINGER & ASSOCIATES INC	350.00		
80156225	CAMTEK INC		1,802.77	
80156226	CATHOLIC HOUSING SERVICES OF	77,450.19		
80156227	COLEMAN OIL COMPANY LLC			6,580.77
80156228	COMMUNITY HEALTH ASSOCIATION	69,747.82		
80156229	COMPASSIONATE ADDICTION	73,738.85		
80156230	COPIERS NORTHWEST INC	74.61		
80156231	COPPER STATE BOLT & NUT CO			19.43
80156232	CRITTER CONTROL OF GREATER	434.22		
80156233	DELL MARKETING LP	13,786.50		
80156234	FAIRFIELD CARE	7,749.00		
80156235	FASTENAL CO	3,088.15		563.19
80156236	FEDERAL EXPRESS CORP/DBA FED	74.16		
80156237	GORLEY LOGISTICS LLC	96.25		
80156238	FISHER SCIENTIFIC	845.13		
80156239	W W GRAINGER INC	2,143.41		
80156240	H2E INC	3,762.72		
80156241	MARUBENI AMERICA CORPORATION			302.80
80156242	IMPERIAL BAG & PAPER CO LLC			901.33
80156243	K & L GATES LLP	2,016.00		
80156244	KRUEGER SHEET METAL COMPANY			392.86

80156245	LOUDEN, KRISTAL		75.00
80156246	MCKINSTRY CO LLC	2,122.00	
80156247	NALCO CO	475.86	
80156248	NAPA AUTO PARTS	1,686.92	
80156249	NORTH COUNTRY SERVICES LLC	5,782.65	
80156250	NORTHEAST PUBLIC DEVELOPMENT	169,502.20	
80156251	PAPE MACHINERY INC	1,020.87	
80156252	PHOENIX COUNSELING SERVICES	460.00	
80156253	REXEL INC		131.11
80156254	POMP'S TIRE SERVICE INC	20,121.02	
80156255	JANT GROUP II INC		199.89
80156256	SAFETY KLEEN CORPORATION	388.99	296.13
80156257	SHAMROCK MANUFACTURING INC	6,328.36	
80156258	SHERWIN WILLIAMS CO	968.45	264.67
80156259	SITEONE LANDSCAPE SUPPLY LLC		2,492.04
80156260	PEROVICH PARTNERS INC		1,772.70
80156261	HESTON HARDWARE		143.44
80156262	SPOKANE ARTS FUND	77,612.69	

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80156263	SPOKANE COUNTY TITLE CO	5,174.64		
80156264	SPOKANE COUNTY PARKS,			273.00
80156265	SPOKANE COUNTY TREASURER	17,124.48		25.15
80156266	SPOKANE HARDWARE SUPPLY INC		17,634.67	
80156267	STARPLEX CORP	12,356.93		
80156268	STONEWAY ELECTRIC SUPPLY			109.81
80156269	TWO RIVERS TERMINAL LLC	9,211.66		
80156270	ULINE INC		506.18	
80156271	UNIV DIST PUBLIC DEV AUTHORI	62,429.13		
80156272	URM STORES INC			370.49
80156273	VAN NESS FELDMAN LLP	545.00		
80156274	VERIZON WIRELESS	242.30	80.02	
80156275	VESTIS GROUP INC	192.36		
80156276	WASHINGTON TRUST FOR HISTORI	95,198.39		
80156277	WEST PLAINS AIRPORT AREA	237,832.02		
80156278	WESTERN GLOVE INC			431.15
80156279	WESTERN SYSTEMS INC	21,294.31		
80156280	SHAMROCK AUTOMOTIVE	347.76		
80156281	DENNIS HANSEN	9,700.00		
80156282	ALBERT S PECK		250.00	
80156283	ANDREW PILLE	276.00		
80156284	JAMES F POWELL	466.83		
80156285	RENEE RAIDT		75.00	
80156286	TED L RAIL	499.00		
80156287	SHANNON RILEY	13,318.07		
80156288	EVA SILVERSTONE		274.67	
80156289	JASON VOTAVA	255.00		
80156290	TUCKER MILLERDBA	10,000.00		
80156291	DELK MANAGEMENT LLC			43,912.75

80156292	ELECTRIC CITY INC		14,199.35
80156293	FISHER ROSEMOUNT SYSTEMS INC	2,042.34	
80156294	FASTENAL CO	6,051.96	
80156295	W W GRAINGER INC	484.18	
80156296	JACOBS ENGINEERING GROUP INC	87,182.64	
80156297	KRUEGER SHEET METAL COMPANY	2,278.01	
80156298	LIFEWISE ASSURANCE CO	43,273.35	
80156299	LOOMIS ARMORED US INC	1,889.62	
80156300	OXARC LLC	4,275.96	
80156301	PETE LIEN & SONS INC	58,359.64	
80156302	PREMERA BLUE CROSS OR	437,750.19	
80156303	PROPAGANDA CREATIVE LLC	8,987.56	
80156304	WA STATE DEPT OF ECOLOGY	18,919.33	
80156305	ACTION MATERIALS		25.56
80156306	SPOKANE ENVELOPE LLC	623.18	
80156307	ALSCO DIVISION OF ALSCO INC	18.82	
80156308	THE AMERICAN FIREFIGHTER	10,427.78	
80156309	AMERICAN LOCK & KEY	27.22	
80156310	ANATEK LABS INC	440.00	
80156311	ARROW CONSTRUCTION SUPPLY IN	891.89	
80156312	CAMTEK INC	559.68	
80156313	COLEMAN OIL COMPANY LLC	3,604.33	
80156314	COLUMBIA RIVER CARBONATES	8,749.17	
80156315	STEVE CONNER		21,473.57

REPORT: PG3640
SYSTEM: FMSAP
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156316	CONTROL SOLUTIONS NW INC	21,117.68		
80156317	COPIERS NORTHWEST INC	379.69		
80156318	CORE & MAIN LP	40,761.54		
80156319	CREEK AT QUALCHAN GOLF COURS			19,197.47
80156320	CUMMINS INC	13,139.06		
80156321	L N CURTIS & SONS	1,367.09		
80156322	ELECTRIC CITY INC			265.93
80156323	EUROFINS ENVIRONMENT TESTING	384.00		
80156324	EVERGREEN STATE TOWING LLC	136.38		
80156325	FASTENAL CO			596.16
80156326	GORLEY LOGISTICS LLC	17.50		
80156327	FISHER SCIENTIFIC	2,348.19		
80156328	FLEET PAINTING INC	5,165.89		
80156329	MES I ACQUISITION INC	32,764.53		
80156330	GENESIS ARMS LLC	5,961.21		
80156331	W W GRAINGER INC			69.59
80156332	GRAYMAR ENVIRONMENTAL SERVIC	1,601.88		
80156333	H D FOWLER COMPANY	53,029.75		
80156334	HAPPYFOX INC	15,553.48		
80156335	MARUBENI AMERICA CORPORATION			1,237.65
80156336	INTEGRUS ARCHITECTURE PS	17,009.25		
80156337	JENNY TUPPER	1,350.00		
80156338	JRM ENTERPRISES INC	8,052.00		

80156339	LANE MT SILICA CO		3,721.62
80156340	LAWTON PRINTING INC	207.29	
80156341	MACKAY METERS INC	91,398.53	
80156342	MESA ASSOCIATES INC	6,745.00	
80156343	MJ HUGHES CONSTRUCTION INC	116,125.41	
80156344	MOUNTAIN CONSULTING SVCS LLC	610.00	
80156345	LEGEND INVESTMENTS CORP	3,545.75	
80156346	NEPTUNE TECHNOLOGY GROUP INC	8,509.80	
80156347	LAKEYLAND INC DBA	55.87	
80156348	NORTHWEST MOBILE FLAGGING	1,680.14	
80156349	OXARC LLC	6,205.60	
80156350	PERFORMANCE SYSTEMS	60.01	
80156351	REXEL INC		3,019.16
80156352	POMP'S TIRE SERVICE INC	4,939.68	
80156353	POS SUPPLY SOLUTIONS INC		1,371.75
80156354	POWER CITY ELECTRIC INC		4,205.32
80156355	PREMIERE TRUCK ACCESSORIES	272.50	
80156356	SANDBAGGERS CLUB LLC		19,899.98
80156357	SHAMROCK PAVING CO/DIV OF	108,172.65	
80156358	SHERWIN WILLIAMS CO		250.11
80156359	SPOKANE COUNTY FIRE DIST 9	3,569.92	
80156360	SPOKANE COUNTY TREASURER	16,215.38	
80156361	W B SPRAGUE COMPANY INC	163.16	
80156362	STONEWAY ELECTRIC SUPPLY		1,058.75
80156363	SWANK MOTION PICTURES INC		870.00
80156364	T & T GOLF MANAGEMENT INC		36,491.28
80156365	US BANK TRAVEL CARD	22,670.62	
80156366	US BANK P CARD PAYMENTS	115,635.65	
80156367	VERIZON WIRELESS	475.91	
80156368	VERIZON WIRELESS LERT B	425.00	

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
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TIME: 06:34
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156369	WESTERN EQUIPMENT DISTRIBUTO			3,165.05
80156370	KRISTINE K CONROW-REDMOND	299.00		
80156371	DANIEL GETZ	1,050.00		
80156372	ACTION MATERIALS	1,504.78		
80156373	AHBL INC			6,100.00
80156374	ALL 4 FENCING LLC			2,891.15
80156375	ALL SERVICE WEST TOWING	203.20		
80156376	ROBERT EARL ALFORD	203.20		
80156377	SPOKANE ENVELOPE LLC	1,266.81		
80156378	ALS LABORATORY GROUP	1,636.00		
80156379	ALSCO DIVISION OF ALSCO INC			412.89
80156380	ALWAYS TOWING & ROAD SERVICE	162.56		
80156381	ARROW CONSTRUCTION SUPPLY IN	6,037.42		
80156382	ASSETWORKS INC	8,640.72		
80156383	AVISTA UTILITIES	14,113.60		
80156384	BANNER FURNACE & FUEL	324.03		
80156385	SPOKANE FIRE FIGHTERS BENEFI	15,615.24		

80156386	RODNEY D SANKEY dba	203.20	
80156387	CAMCO CONSTRUCTION INC		54,942.98
80156388	CAMTEK INC		294.58
80156389	COLEMAN OIL COMPANY LLC	8,052.24	
80156390	COLUMBIA RIVER CARBONATES	17,280.31	
80156391	COPIERS NORTHWEST INC	12,752.29	
80156392	COYLE OUTSIDE LLC		6,129.90
80156393	CUESTA SPRINGS ICE COMPANY O	122.30	
80156394	ZERO TOLERANCE SNOW & ICE	168.61	
80156395	DELL MARKETING LP	86,729.66	
80156396	DELTA DENTAL OF WASHINGTON	30,278.50	
80156397	DESIGNER DECAL INC	741.61	
80156398	DEVRIES INFORMATION MANAGEME	510.58	44.06
80156399	ANDRITZ INC	2,984.26	
80156400	DIGNITARY PROTECTION TEAM FU	260.00	
80156401	DIVINES TOWING/DIV OF	487.68	
80156402	EDU MEMBERSHIP FUND	30.00	
80156403	ERGON ASPHALT & EMULSIONS IN	15,686.41	
80156404	EUROFINS ENVIRONMENT TESTING	1,565.50	
80156405	EVERGREEN STATE TOWING LLC	1,529.76	
80156406	FASTENAL CO	2,131.05	
80156407	FEDERAL EXPRESS CORP/DBA FED	12.85	
80156408	GORLEY LOGISTICS LLC	156.58	
80156409	FRANCIS AVENUE HARDWARE	17,996.61	
80156410	GOODWILL INDUSTRIES OF THE	315,373.87	
80156411	W W GRAINGER INC	273.29	
80156412	POLICE GUILD LEGAL DEFENSE	648.00	
80156413	HASA INC	15,403.69	
80156414	HASKINS STEEL CO INC	232.44	
80156415	INDUSTRIAL WELDING CO INC	32,793.28	
80156416	INT'L ASSN OF FIREFIGHTERS/	68,215.72	
80156417	J-U-B ENGINEERS INC	83,366.32	
80156418	KAISER FOUNDATION HEALTH PLA	205,323.73	
80156419	KEMIRA WATER SOLUTIONS INC	89,041.02	
80156420	VIVIAN LACERDA		1,462.50
80156421	LANGUAGE LINE SERVICES	1,174.09	

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CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80156422	LT & CAPT ASSOCIATION	2,130.00		
80156423	LT & CAPT ASSOCIATION - LTD	747.50		
80156424	LTS & CPTS LEGAL DEFENSE FUN	46.00		
80156425	M & P ASSOCIATION	3,670.77		
80156426	MCKINSTRY CO LLC	31,758.58		
80156427	NALCO CO	973.65		
80156428	NOVUS AUTO GLASS	664.74		
80156429	OTIS ELEVATOR COMPANY	4,784.57		
80156430	PACIFIC EDUCATION INSTITUTE			1,725.80
80156431	PARTNERS WITHFAMILIES &	16,856.06		
80156432	SPOKANE POLICE GUILD	29,246.22		

80156433	POWER TRANSPORT INC		600.00
80156434	REHN & ASSOCIATES	28,122.36	
80156435	VIRGINIA M SCUDDER	900.00	
80156436	SHEA CARR & JEWELL INC		15,180.45
80156437	SPOKANE POLICE BENEFIT ASSOC	382.50	
80156438	SPOKANE POLICE CHAPLAIN	6,063.50	
80156439	SPOKANE POLICE K-9 MEMBERSHI	225.00	
80156440	SPOKANE POLICE GUILD FRATERN	1,098.27	
80156441	SPOKANE POLICE SWAT TEAM	690.00	
80156442	SPOKANE POLICE TACTICAL TEAM	900.00	
80156443	THE HUNTINGTON NATIONAL BANK		4,081.67
80156444	TOBY'S BODY & FENDER INC	38,105.55	
80156445	US BANK TRUST NA	1,259,060.50	
80156446	VERIZON WIRELESS	85.70	
80156447	VERIZON WIRELESS LERT B	300.00	
80156448	WA ST COUNCIL OF CITY & COUN	33,400.22	
80156449	WATERFLUENCE LLC	5,494.00	
80156450	WM WINKLER CO	597,649.77	
80156451	WSCCCE, AFSCME, AFL-CIO	345.50	
80156452	ZUMAR INDUSTRIES INC	2,291.10	
80156453	FLOR CASTANEDA	101.84	
80156454	MEDELLIN, NATHANIEL	534.58	

		9,957,859.39	70,087.35
			455,267.88
			=====
	CITYWIDE TOTAL:		10,483,214.62

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/01/2026**Committee Agenda type:** Discussion**Date Rec'd**

8/24/2026

Clerk's File #

ORD C36931

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HARTE, AMY	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	O'SULLIVAN, KRISTIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	DANIELS, DERREK		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	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:

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**

8/25/2026

Clerk's File #

ORD C36932

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	COWLES, MATTHEW	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	COWLES, MATTHEW	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	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:

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 C36933

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	COWLES, MATTHEW	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Accounting Manager</u>	HAACK, KELLY A.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
spdexexecutivestaff@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 #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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.			
<u>Amount</u>		<u>Budget Account</u>	
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	\$	#	
<u>Funding Source</u> One-Time			
<u>Funding Source Type</u> Grant			
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Accounting Manager</u>	HAACK, KELLY A.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		spdfinance@spokanepolice.org	
spdexexecutivestaff@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:

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 C36935

Cross Ref #**Project #****Council Meeting Date:** 09/16/2026**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		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Accounting Manager</u>	HAACK, KELLY A.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
spdexexecutivestaff@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 #**Project #****Council Meeting Date:** 09/16/2026**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	
<u>Narrative</u>			
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	
<u>Dept Head</u>	WILLIAMS, STEPHEN C.	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	WILLIAMS, STEPHEN C.		
<u>Accounting Manager</u>	HAACK, KELLY A.		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	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:

Approved as to form:

City Clerk

City Attorney

Mayor

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

		<u>Date Rec'd</u>	7/22/2026
		<u>Clerk's File #</u>	ORD C36921
		<u>Cross Ref #</u>	
		<u>Project #</u>	
<u>Submitting Dept</u>	FINANCE & ADMINISTRATION	<u>Bid #</u>	
<u>Contact Name/Phone</u>	ADAM 6769	<u>Requisition #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG		
<u>Agenda Item Type</u>	First Reading Ordinance		
<u>Council Sponsor(s)</u>	BWILKERSON PDILLON		
<u>Sponsoring at Administrators Request</u>	YES		
<u>Lease?</u> NO	<u>Grant Related?</u> NO	<u>Public Works?</u> NO	
<u>Agenda Item Name</u>	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

<u>Fiscal Impact</u>			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
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	
<u>Dept Head</u>	STRATTON, JESSICA		
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	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 Account 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 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:

Approved as to form:

City Clerk

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
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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.